

**TOWN OF WINCHESTER, MASSACHUSETTS**



**INTERSECTION IMPROVEMENT PROJECT  
CHURCH STREET AT WATERFIELD ROAD**

**Bid Documents**

August 18, 2021

Due date for bids: **Wednesday,**

**September 8, 2021**

**10:00AM**

Lisa Wong,  
Town Manager

**ADVERTISEMENT FOR BIDS**  
**TOWN OF WINCHESTER**  
**Church Street at Waterfield Road Intersection Improvement Project**

Sealed unit price bids will be received by the Town of Winchester Department of Engineering, at 71 Mt. Vernon Street, Lower Level Town Hall, Winchester, MA 01890, until 10:00 AM, on **Wednesday, September 8, 2021** and at that place and time be publicly opened and read aloud. All bidders will be notified of the apparent low bidder. All bidding procedures will be in accordance with the Massachusetts General Laws Chapter 30, Section 39M inclusive as amended.

**There will be a pre-bid meeting on Tuesday, August 31, 2021 at 11:00 am. at the intersection of Church Street and Waterfield Road, Winchester, MA 01890.**

The Project value is estimated to be \$355,000. Prevailing Wages, as determined under M.G.L. c. 149, § 26-27H shall apply on this project. Materials, equipment and supplies used on this project are exempt from sales tax to the extent provided by M.G.L. c. 64H, § 6(f). The Project is expected to commence on or about September 30, 2021 and be completed no later than December 15, 2021. Time is of the essence for the completion of this project.

The Instruction to Bidders, Form of Bid, Form of Contract, Plans, Specifications, and Form of Bid Bond, Performance and Payment Bond, and other contract documents will be available starting Wednesday, August 18, 2021. To obtain copies of the plans and specifications go to [www.accentblueprints.com](http://www.accentblueprints.com) and create an account. The project will be listed as Town of Winchester Church Street at Waterfield Road Intersection Improvement Project. Downloading plans and specifications is free. You will be charged if you require prints.

Bid Deposits shall be submitted in the amount of 5% of the bid price including any alternates. The Bid Deposit shall be made payable to the Town of Winchester and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreement contained in the bid. The Town of Winchester reserves the right to reject or approve a surety. The Bid Deposits of the three (3) lowest responsible and eligible bidders shall be retained until the execution and delivery of the Contract.

The contract will be awarded to the bidder deemed by the Town of Winchester to be the lowest responsible and eligible bidder. Selection of the successful bidder will be based upon bidder qualifications, including evidence of past performance on similar projects and bid price. The Contract award is subject to the availability of funding.

The successful general bidder will be required to furnish a Performance Bond and a Labor and Materials Bond, each of which shall be in the amount equal to one hundred percent (100%) of the contract price.

The Town of Winchester reserves the right to reject any bid which, in its judgment, fails to meet the requirements of this Advertisement for Bids or which is incomplete, conditional, or

obscure, or which contains additions or irregularities, or in which errors occur in addition to the foregoing. The Town of Winchester also reserves the right to reject any and all proposals if it deems such rejection(s) to be in the best interest of the Town. The Town of Winchester further reserves the right to waive any minor discrepancies or informalities, to permit a bidder to clarify discrepancies or to conduct discussions with all qualified bidders in any manner necessary to serve the best interests of the Town. Any fees or other expenses of the bidders associated with this Advertisement for Bid process are solely the responsibility of the bidders.

No bidder may withdraw its bid within sixty (60) days (Saturdays, Sundays and Holidays excluded) after the date designated above for the opening of the bids. Any bid submitted will be binding for sixty (60) days after the time of bid opening.

All telephone calls and correspondence in connection with this Project should be addressed to Karen Fitzgerald, Toole Design Group, [kfitzgerald@tooledesign.com](mailto:kfitzgerald@tooledesign.com).

The Town of Winchester is an affirmative action/equal opportunity employer, and encourages participation from certified minority and women-owned businesses in this Advertisement for Bid. The successful bidder must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, or any other basis prohibited by law.

Each bidder shall visit the site of the proposed work and shall fully acquaint himself with the conditions as they exist and shall also thoroughly examine the contract documents. Failure of bidder to visit the site and acquaint himself with the contract documents shall in no way relieve the bidder from any obligation with respect to his bid.

## INSTRUCTIONS TO BIDDERS

### **1. GENERAL; DEFINITIONS**

- a. In accordance with the Advertisement for Bids, a copy of which is bound herewith, the Town of Winchester (the "Owner"), invites sealed bids on the separate copies of Bid Forms furnished for that purpose, for construction of the **Church Street at Waterfield Road Intersection Improvement Project** ("Project"). The "Work" consists of the Project as more specifically described in the contract drawings and specifications and shall include all incidental work necessary or customarily done for the completion of the Project.
- b. The Bound-in Bid Forms in the Contract Documents are for continuity and the convenience of bidders and are not to be detached from the Contract Documents, filled out or executed.
- c. The following definitions shall apply in these Instructions and in the other Contract Documents, unless otherwise specified.
  - I. The term "bidding documents" shall include the Advertisement for Bids, these Instructions, the bid forms, bond forms, contract forms and other Contract Documents bound herewith, and shall include the Drawings, the Specifications, and all Addenda issued prior to receipt of bids.
  - II. The term "Contract Documents" shall mean the Contract entered into between the Owner and the successful bidder, including all documents enumerated as Contract Documents in the Agreement between Owner and Contractor, and all Modifications (as defined in the Contract) issued after execution of the Contract.
  - III. The terms "Addenda" and "Addendum" shall mean written documents and/or drawings issued by the Owner prior to execution of the Contract which supplement, modify, correct, explain or interpret the bidding documents.

### **2. RECEIPT, OPENING AND REJECTION OF BIDS**

- a. Bids will be received by the Owner at the Department of Engineering, 71 Mt. Vernon Street, Town Hall, Winchester, Massachusetts, until **Wednesday, September 8, 2021 at 10:00 AM** and then at said office publicly opened and read aloud.
- b. The Owner reserves the right to:
  - I. reject any proposal which is not accompanied by the required bid deposit or which, in the Owner's judgment, fails to meet the requirements of the

- Advertisement for Bids, the Instructions or statutory requirements, or which is incomplete, conditional, or obscure, or which contains additions or irregularities, or in which errors occur in addition to the foregoing;
- II. reject any and all proposals if it deems such rejection(s) to be in the best interest of the Owner;
  - III. consider informal and reject any bid which contains erasures, alterations, additions, errors or irregularities of any kind, or which contains proposed prices for any class or item of work which are, in the judgment of the Town, substantially less or more than the actual cost to complete the Work as that term is defined in the Contract Document; or
  - IV. notwithstanding its rights under items 2b(i)-(iii) above, waive any minor discrepancies or informalities, to permit a bidder to clarify discrepancies or to conduct discussions with all qualified bidders in any manner necessary to serve the best interests of the Owner.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

### **3. CONTRACT AWARD**

The Owner will award the contract to the lowest eligible and responsible bidder within thirty business (30) days, after (i) the opening of bids or (ii) the receipt by the Owner of any approvals necessary from Federal or State agencies in connection with the project, whichever is later. As used herein, the term "lowest responsible and eligible bidder" shall mean the bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work as further described in the Contract Document; (2) who shall certify that he is able to furnish labor that can work in harmony with all elements of labor employed or to be employed in the Work; and (3) who obtains within ten (10) days of the notification of contract award the security required under Section 7 below.

The successful bidder will be notified in writing, by mail or otherwise, that its bid has been accepted and that it has been awarded the Contract. The successful bidder shall execute the Contract and furnish the required bonds, at the offices of the Town if requested, within ten (10) days after presentation of the contract to the bidder or notice to the bidder that the Contract is ready for execution.

The Owner shall not enter into a contract with, and shall not approve as a subcontractor furnishing labor and materials for a part of any work of this contract, a foreign corporation which has not filed with the Owner a certificate of the Secretary of State of the Commonwealth of Massachusetts stating that such corporation has complied with M.G.L. c. 156D and the date of such compliance. The Owner shall report to said Secretary of State and to the Department of Corporations and Taxation of the Commonwealth of Massachusetts any foreign corporation performing any work under this contract or any such subcontract, and any person, other than a

corporation, performing work under this contract or any such subcontract, and residing or having a principal place of business outside the Commonwealth of Massachusetts.

#### **4. PREPARATION OF BIDS**

Each bid must be submitted on the prescribed bid forms, must be signed and accompanied by the Non-Collusion Affidavit form, and all Additional Bid Requirements that are supplied to you in the Proposal Package. The bid shall state the legal name of the bidder and shall be signed in ink by a person or persons legally authorized to bind the bidder to a contract. The name and title of the person or persons signing the bid shall be typed or printed below the signature(s).

All blank spaces for bid prices must be filled in, with ink or typewriter in both words and figures, and all of the foregoing Certifications must be fully completed and executed when submitted. Where required, bid prices for each item on the bid form shall be stated in both words and figures. Where itemized lump sum or unit prices are called for, all such prices shall be provided by the bidder. In the event of a discrepancy between prices written in words and prices written in figures, the written words shall govern.

Each bid must be submitted in a sealed envelope bearing on the outside the name of bidder, his address and the name and contract number of the project for which the bid is submitted. If the bid is mailed, the bidder shall enclose its sealed bid and bid deposit in an outer envelope addressed as follows:

FROM: [Bidder's name and business address]  
RE: **Church Street at Waterfield Road Intersection Project**  
TO: **Office of the Town Engineer**  
**71 Mt Vernon Street**  
**Winchester, MA 01890**

All bidders are cautioned to allow ample time for transmittal of bids. Bidders are solely responsible for delivery to and receipt by the Owner of bids by the bid deadline. Bids received after the specified time will not be accepted or recognized. The time of receipt will determine the acceptability of mailed bids, regardless of postmark.

#### **5. EMAIL MODIFICATION**

Any bidder may modify his bid by email communication at any time prior to the scheduled closing time for receipt of bids provided such email communication is received by the Owner prior to the closing time and, provided further, the Owner is satisfied that a written confirmation of the email modification over the signature of the bidder was mailed prior to the closing time. The email communication should not reveal the bid price but should provide the addition or subtraction or other modifications so that the final prices of terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two (2) business days after the closing time, no consideration will be given to the email modification.

## **6. QUALIFICATIONS OF BIDDER**

The Contract will be awarded to the lowest bid submitted by a responsible and eligible bidder. As used herein, the term “lowest responsible and eligible bidder” shall mean the following: To be considered “responsible” the bidder shall possess the skill, ability and integrity necessary to faithfully perform the work called for by the Contract, based upon a determination of competent workmanship and financial soundness in accordance with the provisions of M.G.L. Ch. 30 Section 39M. To be considered “eligible” the bidder shall be able to meet all requirements for bidders set forth in M.G.L. Ch. 30, Section 39M and not be debarred from bidding, and shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the Work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. Without limitation, the investigation of a bidder may seek to determine whether the bidder is authorized to do business in the Commonwealth of Massachusetts, has had relevant previous experience, and has available equipment, forces and financial resources adequate to assure the Owner that the Work will be completed in accordance with the Contract Documents. The Owner may contact references, and may consider evidence of problems with past performance, such as defaults, contract terminations, imposition of damages or other failures to perform. The amount of other Work to which the bidder is committed may also be considered. The scope of the Owner’s investigation of any particular bidder shall remain within the Owner’s discretion.

To assist the Owner in its investigation of bidder qualifications, each bid **must include** the name of the Superintendent who is to be used on this project, and his/her experience. Each bid **must also include** a comprehensive list of:

1. Any and all citations and/or violations issued by regulatory agencies and/or judgments against bidder from a court of law.
2. All assessed penalties or liquidated damages, and the project in which they occurred.
3. Any and all contract terminations.
4. A list of all projects worked on over the past three years.
5. A list of the total number of supervisors and workers intended to be assigned to this Project.

The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. The Owner’s decision or judgment on these matters will be final, conclusive, and binding. Conditional bids will not be accepted.

## **7. BID SECURITY**

Bid Deposits shall be submitted in the amount of 5% of the bid price including any potential alternates. The Bid Deposit shall be made payable to the Town of Winchester and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreement contained in the bid.

All bid deposits, except those of the three lowest responsible and eligible bidders, will be returned within ten (10) business days, after the opening of the general bids. The bid deposits of the three lowest responsible and eligible bidders will be returned upon the execution and delivery of the Contract, or if no award is made, upon the expiration of sixty business (60) days, except that, if any bidder fails to perform his agreement to execute a Contract and furnish a Performance Bond and a Labor and Materials Payment Bond as stated in his bid, his bid deposit shall become the property of the Town of Winchester as liquidated damages; provided that the amount of the bid deposit which becomes the property of the Town of Winchester shall not, in any event, exceed the difference between his bid price and the bid price of the next lowest responsible and eligible bidder; and provided further that, in case of death, disability or other unforeseen circumstances affecting the bidder, his bid deposit may be returned.

## **8. TIME OF COMPLETION**

Bidder must agree to commence work on a date to be specified in a written "Notice to Proceed" from the Owner and to substantially complete all work by December 15, 2021.

## **9. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- a. It is the responsibility of each bidder before submitting a bid to (1) examine the Bidding and Contract Documents thoroughly; (2) examine the location of the Project to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work; (3) Consider Federal, State, and local laws, regulations, and ordinance that may affect cost, progress and performance of the Work; 4) Notify the Owner of all apparent conflicts, errors, or discrepancies in the Contract Documents.
- b. Before submitting a bid, each bidder will be responsible to make or obtain such explorations, tests, and data concerning physical conditions which may affect cost, progress, performance or furnishing of the Work and which the bidder deems necessary to determine its bid for performing the Work in accordance with the time, price, and the terms and conditions of the Contract Documents. Failure of a bidder to visit the site and acquaint itself with the bidding documents or to attend the pre bid conference, if any, shall in no way relieve the bidder from any obligation with respect to its bid or under the Contract if awarded the bid.
- c. Owner may, at a bidder's request, provide each bidder access to the site to conduct such explorations and tests as such bidder deems necessary for submission of a bid.

- d. The submission of a bid will constitute a representation by the bidder that the bidder has complied with every requirement of the Specification, that without exception the bid is premised upon performing and furnishing the work required.
- e. No claim for any extra monies will be allowed because of unintentional error or conflicts in the Contract Documents.
- f. The failure or omission of any bidder to examine any form, instrument, or document and to fail to be familiar and visit the site will not relieve a successful bidder of the obligation to furnish all material, labor and equipment necessary to carry out the provisions of the Contract.

## **10. ADDENDA AND INTERPRETATIONS**

No oral interpretation of the meaning of the plans, specification or other bidding documents will be made to any bidder. Every request for such interpretation shall be in writing addressed to **Karen Fitzgerald, Toole Design, at kfitzgerald@tooledesign.com** and, to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications issued not later than two (2) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

## **11. SECURITY FOR FAITHFUL PERFORMANCE**

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be provided by a duly authorized surety company satisfactory to the Owner. The successful general bidder will be required to furnish a Performance Bond and a Labor and Materials Bond, each of which shall be in the amount equal to one hundred percent (100%) of the contract price.

## **12. POWER OF ATTORNEY**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their powers of attorney.

## **13. NOTICE OF SPECIAL CONDITIONS**

Attention is particularly called to those parts of the Contract Documents and specifications, which deal with the following:

- a. Inspection and testing of materials
- b. Insurance requirements

- c. Wage rates
- d. Non-discrimination in employment
- e. OSHA 10 Certification and Mass Highway Certification
- f. CORI Requirements

#### **14. LAWS AND REGULATIONS**

The bidder's attention is directed to the fact that all applicable Federal and State laws, municipal bylaws and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract and the Work throughout, and will be deemed to be included in the Contract the same as though herein written out in full.

The award of the Contract is governed by M.G.L. c. 30, § 39M. Certain provisions of this and other applicable statutes are summarized or referred to in the Instructions to Bidders and other Contract Documents. Whenever any of the Contract Documents set forth or summarize applicable statutory provisions, whether or not the statutes have been specifically referred to, such summaries are for convenience only, do not purport to be complete or correct as summaries in any material particular, and shall in no respect supersede, expand or limit rights or duties of the Town or bidders in matters governed by statute.

Minimum rates of wages for work performed under this contract will be as determined by the Division of Occupational Safety of the Massachusetts Department of Labor and Work Force Development in accordance with the provisions of M.G.L. c. 149, §§ 26-27H. Attention is called to serious penalties established under law for violation of these provisions. The schedule of wage rate determinations applicable to this contract is included in the bidding documents.

#### **15. PROTECTION AND RESTORATION OF PROPERTY**

The Contractor, in constructing or installing facilities alongside or near sewers, drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls or other structures shall, at his expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them so that the services of these structures shall be maintained. He shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures caused by his acts or neglect and shall leave them in the same condition as they existed prior to the commencement of work.

In case of damage to utilities, the Contractor shall promptly notify the Owner and shall, furnish laborers to work temporarily under the Owner's direction in providing access to the utility. Pipes or other structures damaged by the operation of the Contractor may be repaired by the Town of Winchester or by the utility company, which suffers the loss. The cost of such repairs shall be borne by the Contractor without compensation therefore.

**It shall be the responsibility of the Contractor to determine location, size, type, etc., of all underground utilities from the Town of Winchester, and utility company concerned and to maintain all utilities in place during construction.**

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in protecting or repairing property as specified in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed thereafter.

## **16. PUBLIC SAFETY AND CONVENIENCE**

Attention is directed to the fact that the work on this project is to be performed on properties which are utilized by pedestrians. Contractor shall furnish, install, maintain, and move all warning devices, barricades, signs, flares, bridging materials, special apparel, and other safety measures and controls necessary for the protection of motorists, of pedestrians, and of his own personnel. When, in the judgment of the Owner, construction operations constitute a hazard to traffic in the area, the Contractor may be required to suspend operations during certain hours.

## **17. SALES TAX**

M.G.L. c. 64H, § 6(f) exempts from Massachusetts sales tax building materials and supplies to be used in the Project, and bidders shall not include in their bids any amount therefor. The words "building materials and supplies" shall include all materials and supplies consumed, employed or expended in the construction, reconstruction, alteration, remodeling or repair of any building, structure, public highway, bridge, or other such public work, as well as such materials and supplies physically incorporated therein. Said words shall also include rental charges for construction vehicles, equipment and machinery rented specifically for use on the site of the Project or while being used exclusively for the transportation of materials for the Project. The number of the certificate granted by the Commissioner of Revenue for use in obtaining the exemption will be given to the successful general bidder. Each bidder shall take this exemption into account in calculating its bid, and shall not include any sales tax on its bid.

## **18. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF THE OWNER; MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS**

No member, officer or employee of Owner, or its designees or agents, no member of the governing body of the locality in which the project is situated, and no other public officials, member, officer or employee of the Owner, or its designees or agents, no members of the governing body of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement, contract or subcontract, or the proceeds thereof, for Work to be performed in connection with the Project. The Contractor shall incorporate or cause to be incorporated, in all of its agreements, contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

## **19. NON-DISCRIMINATION IN EMPLOYMENT**

Contract for Work under this proposal will obligate the contractors and subcontractors not to discriminate in employment practices.

Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.

The successful bidder must be prepared to comply in all respects with the Contract provisions regarding Equal Employment Opportunity.

## **20. SEPARATE CONTRACTS**

- a. The Owner reserves the right to perform construction or operations related to the Project under separate contracts, and/or with the Owners' own forces in connection with other portions of the Project or other construction or operations on the site under separate Contract.
- b. The Contractor shall cooperate fully with separate contractors with regard to storage of materials and execution of separate contract work, and shall connect and coordinate the separate contractors' construction and operations with the Contractor's as required by the Contract Documents.
- c. It shall be the Contractor's responsibility to inspect all separate contractor work affecting the Work and to report to the Owner any irregularities or defects that will not permit completion of the Work in a satisfactory manner.
- d. When results of separate contractors' work depends on proper results for the Contractor's Work, the Contractor shall immediately report to the Owner or Engineer any discrepancies or defects that would be unsuitable for proper execution of the Work.
- e. It shall be the responsibility of the Contractor to measure the completed work in place and report to the Owner immediately any difference between completed work by others and the Drawings.
- f. The Contractor's failure to notify the Owner of such irregularities shall indicate the separate contractors' work has been satisfactorily completed to receive the Work.
- g. The Contractor shall not be responsible for defects in the separate contractors' work of which could not then have been reasonably discovered.

## **21. CORI**

Any persons performing unsupervised work must go through the process of a criminal background check or "CORI." The bidder awarded the Contract must provide to the Owner a signed CORI release form and a copy of the driver's license from each and every person who will be working on a site where children are located. The Owner will determine and provide an adequate identification method for approved personnel and reserves the right to refuse access to a school site to any person without this identification without being charged for any service time.

**TOWN OF WINCHESTER**  
**Church Street at Waterfield Road Intersection Project**

**FORM OF BID**

From:

\_\_\_\_\_  
(Name of Bidder)

To: Town of Winchester (the "Awards Authority")

- A. The Undersigned proposes to furnish all labor, equipment, tools and materials required for the construction of the **Church Street at Waterfield Road Intersection Project** (the "Project"), in accordance with the accompanying Contract Documents and plans and specifications prepared by Toole Design for the contract price specified below, subject to additions and deductions according to the terms of the specifications.
- B. The bid includes addenda numbered \_\_\_\_\_.
- C. The proposed maximum contract price is \_\_\_\_\_  
\_\_\_\_\_ dollars
- (\$ \_\_\_\_\_). Bidder hereby confirms that it has included bid security in the amount of 5% of the proposed contract price made payable to the Town of Winchester.
- D. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders.
- E. Bidder promises and agrees that this Bid will remain subject to acceptance for sixty (60) business days after the day of Bid Opening.
- F. The undersigned agrees that, if selected as contractor, he or she will within ten (10) business days, after presentation thereof by the Awarding Authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and a labor and materials or payment bond, each in the form contained in the bidding documents and of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Awarding Authority and each in the amount of the contract price, the premiums for which are to be paid by the contractor and are included in the contract price. The undersigned understands and agrees that the bid deposit accompanying this bid shall become the property of the Awarding Authority if the bidder fails to execute such contract or otherwise fails to comply with the terms of this bid.
- G. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work, and in the specified time described in the bid and contract documents, and that he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c. 30, § 39M.

H. The undersigned further certifies under the penalties of perjury that:

1. This bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
2. The said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of M.G.L. c. 29, § 29F, or any other applicable debarment provision or any rule or regulation.
3. Bidder has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
4. The foregoing bid is based upon the payment to laborers to be employed on the Project of wages in an amount no less than the applicable prevailing wage rates established for the Project by the Massachusetts Department of Labor Standards.
5. The bidder has complied with the Immigration Reform and Control Act of 1986, as amended, and with all regulations adopted thereunder, with respect to all of its employees who will be performing work under this contract and further certifies that said contractor does not knowingly employ any person in violation of United State immigration laws. Bidder further certifies that it will require a similar certification to be executed by any subcontractor who will perform work under this contract and will maintain such certifications for inspection by the Awarding Authority upon its request.

I. By signing and submitting this Form for General Bid, the bidder represents that:

1. Bidder has examined copies of all bidding documents.
2. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
3. Bidder has studied carefully all reports and drawings of physical conditions included with these specifications, and accepts that all measurements and technical data included herein is the engineer's estimates and the bidder has made such investigations of his own as necessary and has based his bid on those investigations.
4. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies (in addition to or which pertain to the physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work) as bidder considers necessary for the performance or furnishing of the Work at the

Contract Price, with in the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examination, investigations, explorations, tests, reports, or similar information of data are or will be required by bidder for such purposes.

5. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
  6. Bidder has given the Awarding Authority written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof is acceptable to bidder.
  7. Bidder acknowledges that the Awarding Authority has the right to reject any or all bids and to waive informalities in the bidding, if it deems such rejection(s) to be in its best interest.
  8. Bidder represents that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.
- J. Post-Bid Submittals: If awarded the Contract, the undersigned agrees to furnish, without limitation, the following information prior to the time established for execution of the Contract:
1. Massachusetts Foreign Corporation Certificate, if applicable.
  2. OSHA training records for each employee assigned to this project.
- K. References: List of all projects of a similar size and scope completed within the last five (5) years, including at least two municipalities for which such work has been performed. Attach additional pages if necessary.

Name of Project	Location	Contact Person	Phone/Email
1.			
2.			
3.			
4.			

Date of Bid: \_\_\_\_\_

(Print Name of Bidder)

By: \_\_\_\_\_  
(Signature)

(Print Name of Person Signing Bid and Title)

(Business Address)

(City, State and Zip Code)

Telephone: (        ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Social Security Number or Federal Identification Number:<sup>1</sup> \_\_\_\_\_

NOTE: If the bidder is a corporation, indicate state of incorporation, give full names of officers; if a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address. Use the following spaces, and additional sheets if necessary:

If a Corporation:

Incorporated in what state: \_\_\_\_\_

President: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Secretary: \_\_\_\_\_

If a foreign corporation (incorporated or organized under laws other than the laws of the Commonwealth of Massachusetts), is the corporation registered with the Secretary of State of Massachusetts?

Yes \_\_\_\_\_ No \_\_\_\_\_

---

<sup>1</sup> The bidder's Social Security Number and Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether the bidder has met tax filing or tax payment obligations. This request is made under the authority of M.G.L. c. 62C, § 49A.

If the bidder is selected for the work referred to above, it is required under M.G.L. c.30 § 39L to furnish to the Awarding Authority a certificate of the Secretary of State stating that the corporation has complied with M.G.L. c. 156D and the date of such compliance.

**If a Partnership: (Name all Partners)**

Name of Partner: \_\_\_\_\_

Residence: \_\_\_\_\_

Name of Partner: \_\_\_\_\_

Residence: \_\_\_\_\_

Name of Partner: \_\_\_\_\_

Residence: \_\_\_\_\_

**If an Individual:**

Name: \_\_\_\_\_

Residence: \_\_\_\_\_

If an Individual doing business under a firm name:

Name of Firm: \_\_\_\_\_

Name of Individual: \_\_\_\_\_

Business Address: \_\_\_\_\_

Residence: \_\_\_\_\_

**If other form of business organization, please provide attachment describing the form of organization and the name of officers or partners therein.**

## **CERTIFICATION OF COMPLIANCE WITH TAX LAWS OF COMMONWEALTH**

I certify under the penalties of perjury that I, to my best knowledge and belief have filed all State tax returns and paid all State taxes required under law.

---

\*Signature of Individual or Corporate Name (Mandatory)

By: \_\_\_\_\_  
Corporate Officer (Mandatory, if Applicable)

---

\*\*Social Security Number (Voluntary) or Federal Identification Number

\* Approval of a Contract or other Agreement will not be granted unless this Certification Clause is signed by the applicant.

\*\* Your Social Security or Tax ID number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a Contract or other Agreement issued, renewed, or extended. This request is made under the authority of Mass General Laws c. 62C s. 49A.

**CERTIFICATION**  
**INTERNAL ACCOUNTING**

The Contractor certifies that it has internal accounting controls as required by Chapter 30, Section 39R, and that the Contractor will:

1. Maintain accurate and detailed accounts for a six year period after the final payment;
2. File regular statements of management concerning internal auditing controls;
3. File an annual audited financial statement; and
4. Submit a statement from an independent certified public accountant that such CPA has examined management's internal auditing controls and expresses an opinion as to their consistency with management's statements in (2) above and whether such statements are reasonable with respect to transactions and assets that are substantial in relation to designer's financial statements. G.L. Chapter 7, Section 301(e).

Signed under the pains and penalties of perjury:

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**NOTE: This form is to be completed only when the contract exceeds \$100,000 and is for the purchase of materials or for the construction, renovation, etc., of public works or public buildings.**

TO: Town of Winchester, Massachusetts

RE:

To whom it may concern:

Please be advised that I have reviewed the statement on internal accounting controls prepared by/for \_\_\_\_\_ (name of company), in connection with the above captioned project. This statement is required under Massachusetts General Laws, Chapter 30, Section 39R. In my opinion, representations of management are consistent with our evaluation of the system of internal accounting controls. In addition, I believe that they are reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the firm's financial statements.

Yours sincerely,

---

Certified Public Accountant

**NOTE: This form is to be completed only when the contract exceeds \$100,000 and is for the purchase of materials or for the construction, renovation, etc., of public works or public buildings.**

## ***Schedule of Values***

Please provide unit prices for the items listed below, prices should reflect completed work including materials and installation. These prices will be referenced in the event of necessary change orders during construction.

ITEM #	ITEM	UNIT	UNIT PRICE
102.51	INDIVIDUAL TREE PROTECTION	EA	
103.	TREE REMOVED - DIAMETER UNDER 24 INCHES	EA	
103.5	TREE GRATE AND FRAME REMOVED	EA	
120.	EARTH EXCAVATION	CY	
121.	CLASS A ROCK EXCAVATION	CY	
141.	CLASS A TRENCH EXCAVATION	CY	
141.1	TEST PIT FOR EXPLORATION	CY	
144.	CLASS B ROCK EXCAVATION	CY	
145.	DRAINAGE STRUCTURE ABANDONED	EA	
150.	ORDINARY BORROW	CY	
151.	GRAVEL BORROW	CY	
151.01	GRAVEL BORROW - TYPE C	CY	
151.2	GRAVEL BORROW FOR BACKFILLING STRUCTURES AND PIPES	CY	
152.7	PEASTONE	TON	
156.	CRUSHED STONE	TON	
170.	FINE GRADING AND COMPACTING	SY	
201.	CATCH BASIN	EA	
202.	MANHOLE	EA	
204.	GUTTER INLET	EA	
220.	DRAINAGE STRUCTURE ADJUSTED	EA	
220.3	DRAINAGE STRUCTURE CHANGE IN TYPE	EA	
222.3	FRAME AND GRATE (OR COVER) MUNICIPAL STANDARD	EA	
227.3	REMOVAL OF DRAINAGE STRUCTURE SEDIMENT	CY	
252.12	12 INCH CORRUGATED PLASTIC (POLYETHYLENE) PIPE	FT	
272.12	12 INCH PIPE REMOVED AND DISCARDED	FT	
358.	GATE BOX ADJUSTED	EA	
402.	DENSE GRADED CRUSHED STONE FOR SUB-BASE	CY	
431.	HIGH EARLY STRENGTH CEMENT CONCRETE BASE COURSE	SY	
440.	CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL	LB	
450.22	SUPERPAVE SURFACE COURSE – 9.5 (SSC – 9.5)	TON	
451.	HMA FOR PATCHING	TON	

452.	ASPHALT EMULSION FOR TACK COAT	GAL	
453.	HMA JOINT SEALANT	FT	
472.	HOT MIX ASPHALT FOR MISCELLANEOUS WORK	TON	
482.3	SAWCUTTING ASPHALT PAVEMENT	FT	
504.	GRANITE CURB TYPE VA4 - STRAIGHT	FT	
504.1	GRANITE CURB TYPE VA4 - CURVED	FT	
509.	GRANITE TRANSITION CURB FOR WHEELCHAIR RAMPS - STRAIGHT	FT	
580.	CURB REMOVED AND RESET	FT	
594.	CURB REMOVED AND DISCARDED	FT	
657.1	TEMPORARY PEDESTRIAN MANAGEMENT GUIDANCE SYSTEM	FT	
657.11	TEMPORARY PEDESTRIAN MANAGEMENT GUIDANCE SYSTEM REMOVED AND RESET	FT	
697.1	SILT SACK	EA	
698.2	GEOTEXTILE FABRIC FOR SUBSURFACE DRAINAGE	SY	
701.2	CEMENT CONCRETE WHEELCHAIR RAMP	SY	
702.	HOT MIX ASPHALT WALK SURFACE	TON	
706.	BRICK WALK	SY	
707.11	GRANITE 10' BENCH	EA	
748.	MOBILIZATION	LS	
751.8	PLANTING SOIL	CY	
751.9	BIORETENTION SOIL MIX	CY	
756.	NPDES STORMWATER POLLUTION PREVENTION PLAN	LS	
765.	SEEDING	SY	
767.6	AGED PINE BARK MULCH	CY	
777.467	TREE: TUPELO (NYSSA SYLVATICA) (B&B) 2-2.5 CAL.	EA	
794.234	RHUS AROMATICA "GRO-LOW" (2 GAL CONTAINER)	EA	
796.423	DWARF FOUNTAIN GRASS - 'HAMELN' 1 GALLON	EA	
796.462	TUFTED HAIR GRASS 'GOLD VEIL' 1 GAL	EA	
796.718	BLACK EYED SUSAN "LITTLE GOLDSTAR" 1 GAL	EA	
804.3	3 INCH ELECTRICAL CONDUIT TYPE NM - PLASTIC -(UL)	FT	
811.37	ELECTRIC HANOHOLE ADJUSTED	EA	
812.10	LIGHT STANDARD FOUNDATION SD3.010	EA	
822.3	LIGHT POLE REMOVED AND RESET	EA	
832.	WARNING-REGULATORY AND ROUTE MARKER - ALUMINUM PANEL (TYPE A)	SF	
847.1	SIGN SUP (N/GUIDE)+RTE MKR W/1 BRKWAY POST ASSEMBLY - STEEL	EA	
852.	SAFETY SIGNING FOR TRAFFIC MANAGEMENT	SF	
854.1	PAVEMENT MARKING REMOVAL	SF	

856.12	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	
859.	REFLECTORIZED DRUM	DAY	
864.04	PAVEMENT ARROWS AND LEGENDS REFL. WHITE (THERMOPLASTIC)	SF	
864.1	GREEN FRICTION SURFACE (THERMOPLASTIC)	SF	
866.106	6 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC)	FT	
866.112	12 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC)	FT	
867.106	6 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC)	FT	
874.2	TRAFFIC SIGN REMOVED AND RESET	EA	
874.4	TRAFFIC SIGN REMOVED AND STACKED	EA	
904.	4000 PSI, 3/4 IN., 610 CEMENT CONCRETE	CY	
	POLICE DETAIL	LS	\$ 50,000.00

**Total of All Bid Items Basis of Award:**

*Dollars*

*in words*

*in numbers*

**Add Alternate #1 :** Add Item 415. Pavement Micromilling, 450.22 Superpave Surface Course - 9.5 (SSC-9.5)

*in numbers*

**CONTRACT BETWEEN THE TOWN OF WINCHESTER  
AND  
XXXXXXX  
FOR  
CHURCH STREET AT WATERFIELD ROAD INTERSECTION IMPROVEMENT  
PROJECT**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_, a corporation duly organized by law and having a usual place of business at \_\_\_\_\_, the (“Contractor”), and the Town of Winchester, Massachusetts (the “Owner”).

WHEREAS, the Owner issued an Advertisement for Bids for the **Church Street at Waterfield Road Intersection Improvement Project** (the “Project”), dated \_\_\_\_\_; and

WHEREAS, the Contractor represents that it is duly qualified in this field, and has bid and offered to do all the work as required by the Owner for the Project; and

WHEREAS, the Owner has accepted the Contractor’s bid, subject to the conditions of this Contract.

NOW, THEREFORE, it is agreed by and between the Owner and the Contractor, as follows:

**1. GENERAL**

**1.1 CONTRACT DOCUMENTS** –The Contract comprises the following documents, including all additions, deletions and modifications incorporated therein before the execution of the Contract: Legal and Procedural Documents, Advertisements for Bids, Instructions to Bidders, all Bidding Documents, Contract Forms, this Contract, Specifications, Drawings, General and Sub-Bid Forms, Certificates of Bidders, Labor and Materials Payment Bond and Performance Bond, Prevailing Wage Rates, all addenda issued prior to execution of the contract, other documents listed and referenced throughout, and any Modifications validly issued after execution of the Contract.

**1.2 MODIFICATION** – A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work. No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever other than by a definitely agreed waiver or modification thereof in writing.

**1.3 THE CONTRACT** –The Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended or modified only by a Modification. Nothing contained in the Contract Documents shall be construed to create any

contractual relationship (1) between the Engineer and the Contractor, (2) between the Owner or the Engineer and a Subcontractor or (3) between any persons or entities other than the Owner and the Contractor.

1.4 THE WORK – The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.5 THE PROJECT – The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

1.6 THE DRAWINGS – The Drawings are the graphic and pictorial portions of the Contract Documents, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

1.7 THE SPECIFICATIONS – The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work, and performance of related services.

1.8 WORK HOURS - Construction shall be conducted only between 7:00 a.m. and 6:00 p.m. weekdays, and 9:00 a.m. and 5:00 p.m. Saturdays. No construction is permitted on Sundays or holidays except where permitted by state law, in which case construction shall be permitted only between 9:00 a.m. and 5:00 p.m.

## **2. CONTRACT SUM**

2.1 Payments under this Contract shall not exceed \_\_\_\_\_ Dollars (the “Contract Sum”). The Contractor’s Schedule of Values will be utilized for the Contractor’s Payment Requests but shall only be so utilized after it has been approved in writing by the Engineer, and the Owner.

2.2 The Contract Sum is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

## **3. EXECUTION, CORRELATION AND INTENT**

3.1 The Contractor shall perform all the Work required by this Contract in conformity with the plans and specifications contained and referenced herein. No willful and substantial deviation from said plans and specifications shall be made unless authorized in writing by the Owner.

3.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the Contract Documents, shop drawings, and other submittals throughout the Work and shall give written notice to the Owner of any conflict, ambiguity, error or omission which the Contractor may

find with respect to these documents before proceeding with the affected portion of the Work. The express or implied approval by the Owner or the Engineer of any shop drawings or other submittals shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Town has requested the Engineer to only prepare documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. However, the Town makes no representation or warranty to the Contractor concerning such documents.

3.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contractor shall provide and pay for, but not limited to, for the completion of the Work, all materials, labor, tools, construction equipment and machinery, water, heat, utilities, light, power, transportation, superintendence, temporary construction, fire protection, ventilation, enclosures of every nature, safety equipment, snow and ice removal and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the Work in accordance with the Contract Documents. The permanent heating and ventilation systems may, with the prior written approval of the Owner, be used for these purposes when available unless otherwise prohibited in the Contract Documents.

3.4 Any Work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the Owner.

3.5 The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall include all Work incidental or reasonably inferable from the Contract Documents as being necessary to produce the intended results under the Contract Documents. All Work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others.

3.6 Anything shown on the Plans and not mentioned in the Specifications, or mentioned in the Specifications and not shown on the Plans, shall have the same effect as if shown or mentioned respectively on both.

3.7 Neither party shall take advantage of any obvious error or omission in the Contract Documents. Any apparent discrepancies shall be submitted to the Owner for determination. The decision of the Owner thereupon shall be conclusive.

3.8 The fact that specific mention of a fixture, or of any part of the work is omitted in the Specifications, whether intentionally or otherwise, when the same is clearly shown or indicated on the Plans, or is usually and customarily required to complete fully such work as is specified herein, shall not entitle the Contractor to consider action in the manner of any claim for extra compensation, but the said fixtures or work, or both, must be installed or done the same as if called for by both the Plans and Specifications.

3.9 In case of any inconsistency or conflict among the Contract Documents or within any of the Contract Documents, the Contract Documents shall be interpreted on the basis of the following priorities, with the later date of documents in each category to take precedence:

1. Modifications
2. Change Orders
3. Construction Change Directives
4. Engineer's supplemental instructions
5. This Contract
6. Addenda
7. Advertisement for Bids and Instructions to Bidders
8. Drawings and Specifications

Further, in case of any conflict, discrepancy, or inconsistency among any of the following Contract Documents, the following shall control:

1. as between figures given on plans and scaled measurements the figures shall govern;
2. as between full size plans and reduced size plans, the full size plans govern;
3. as between plans and specifications, the requirements of the specifications shall govern;
4. as between this document and specifications, this document shall govern.

3.10 If any provision contained in this Contract or the application thereof to any person or circumstance shall, for any reason or to any extent, be held to be invalid, illegal or unenforceable in any respect, all other provisions hereof, as well as the application of the affected provision to persons or circumstances other than those as to which it is held invalid, illegal or unenforceable, shall not be affected thereby, and shall be construed and enforced to the fullest extent permitted by law as if such invalid, illegal or unenforceable provision had never been included herein; it being intended that each of the provisions of this Contract shall be severable.

3.11 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade, except the Contractor shall not divide the work of any filed sub-bid trade, bids for which have been received separately by the Owner in accordance with M.G.L. c. 149. The Contractor and all Subcontractors shall refer to all of the Drawings, and to all of the Sections of the Specifications, and shall perform all Work reasonably inferable as being necessary to produce the indicated results.

3.12 Any discrepancies found between the Drawings and Specifications and site conditions or any errors or omissions in the Drawings or Specifications shall be immediately reported to the Owner, who shall promptly correct such error or omission in writing. Any work done by the Contractor after discovery of such discrepancies, errors or omissions without notifying the Owner shall be done at the Contractor's risk.

3.13 Further instruction may be issued by the Owner during the progress of the work by means of Drawings or oral or written instructions to make more clear or specific the Drawings and Specifications or as may be necessary to explain or illustrate changes in the work to be done. The Contractor shall carry out the work in accordance with the additional Drawings and Instructions.

3.14 Unless otherwise stated in the Contract Documents, words and abbreviations that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

3.15 Where public or private standard specifications, codes, regulations, ordinance and similar publications of governmental agencies, technical societies, manufacturer's associations and regulatory groups or bureaus are referred to in these specifications, the applicable portion thereof shall be of the same effect as if fully printed herein, and the work done in full accordance therewith. The edition current as of the date of issue of this specification shall be used except where publication date is specifically stated.

3.16 Where no quality or standards for materials or workmanship are established, such Work is to be of good quality for the intended use and consistent with the quality of the surrounding Work and of the Construction of the Project.

3.17 Any Test boring or soil test information included in the Contract Documents or made available to the Contractor are not represented by the Owner nor the Engineer as an accurate or approximate indication of subsurface conditions, and no claim for extra costs or extensions of time resulting from reliance by the Contractor on such information shall be allowed except to the extent required by law.

3.18 All of the Contract Documents prepared and copies provided by the Owner and the Engineer are the property of the Owner. The Contractor, Subcontractor, Sub-subcontractor, or material or equipment supplier shall not use the Contract Documents for any other projects without written authorization of the Owner.

#### **4. OWNER**

4.1 The Owner, sometimes referred to as the Awarding Authority, the Town of Winchester, or the Town, is the Town of Winchester, Massachusetts, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. The Owner's representative shall, for the purposes of this Contract be the Owner's Town Engineer. The term "Owner" means the Owner or the Owner's authorized representative.

4.2 The Owner and agents of the Owner shall have access to and be permitted to inspect all Work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records whenever these are in progress of preparation. The Contractor shall provide proper and necessary facilities for such access and inspection. For the purpose of observing work that affects their respective properties, inspectors for public agencies and the utility companies shall be permitted access to the Work, but all official orders and directives to the Contractor will be issued only by the Owner.

4.3 In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner or the Engineer, such work shall be uncovered and displayed for the Owner's or Engineer's inspection upon request, and shall be reworked at no cost in time or money to the Owner.

4.4 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings, Project Manuals, and Specifications as are reasonably necessary for execution of the Work. Information or services required of the Owner hereunder shall be furnished by the Owner with reasonable promptness after receipt from the Contractor of a written request for such information or services.

4.5 The Owner shall not be responsible for furnishing surveys or other information as to the physical characteristics of, legal limitations of or utility locations for the project site. Contractor shall confirm the location of each utility, shall excavate and dispose of each on-site utility and shall cap each off-site utility as required by the Work, any applicable law, and as may be included in the Specifications.

4.6 Owner does not warrant nor assume responsibility whatsoever the accuracy or sufficiency of borings made, or logs of test borings, or other investigations, or the interpretations therefrom, and no warranty or guaranty, express or implied, that the conditions indicated by such investigation, borings, logs, or information are representative of existing conditions throughout the project site, or that unforeseen developments may not occur. At the Owner's request, the Contractor shall make available the results of any site investigation, test borings, analysis, studies or other tests conducted by or in possession of the contractor or any of the Contractors agents.

4.7 The Contractor represents that it is familiar with the Project site and has received all information required concerning the conditions of the Project Site. The Contractor represents that it has inspected the locations of the subsurface conditions. The Contractor shall undertake further investigations and studies as may be necessary to determine surface and subsurface conditions. Based on these inspections and understandings, agreements and acknowledgements, the Contractor agrees that (1) the Contract Sum is just and reasonable compensation for all of the Work, including all foreseeable risks, hazards, difficulties in connection therewith, (2) that the deadlines for completion of work and the Work under the Contract Documents are feasible to achieve, and (3) that the Work shall not result in any lateral or vertical movement of any structure. The Contactor shall, except to the extent required by law, have no claims for surface or subsurface conditions encountered. The Contractor shall exercise care in executing subsurface Work in proximity of known subsurface utilities, improvements, and easements.

4.8 The Owner shall be liable to the Contractor only to the extent of its interest in the Project, and no officer, official, employee, board member, consultant, volunteer participant or agent of the Owner shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation, which shall be effective if the Owner ever succeeds to the Contractor's rights and obligations under a Subcontract.

## **5. OWNER'S RIGHT TO STOP WORK AND/OR CARRY OUT THE WORK**

5.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents or fails to carry out the Work in accordance with the Contract Documents, the Owner by immediate written order signed personally or by its authorized agent, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

5.2 Alternatively, if the Contractor fails, defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Engineer at the Owner's direction to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, perform the Work using its own forces or hire one or more contractors to correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Owner's and the Engineer's additional services and expenses made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

5.3 The Owner shall have the right to suspend the work or any portion thereof at any time for a period less than fifteen (15) days without charge or cost by the Contractor for time delay provided that the Owner gives the Contractor written notice of suspension of work. The Contractor shall resume the work upon written notice from the Owner and for a period less than fifteen (15) days after the date set forth in the notice of suspension.

5.4 In the event of temporary suspension of work or during inclement weather or whenever the Owner shall direct the Contractor and will cause subcontractors to protect carefully all the work and materials against damage or injury from the weather. If, in the opinion of the Owner any work or materials shall have been damaged or injured from the weather, by reason of failure on the part of the Contractor or any of the Contractors subcontractors so to protect the work, such materials shall be removed and replaced at the expense of the Contractor.

5.5 The Owner shall have the authority to direct the Contractor not to correct work that has been damaged, or that was not performed in accordance with the Contract Documents. An equitable deduction from the Contract Amount shall be made to compensate the Owner for such uncorrected work. Such deduction shall be made whether or not final payment has been made under this Contract.

5.6 Owner's rights and remedies under this Article 5 shall be in addition to, and no in lieu of, any other rights and remedies it may have under this Contract or any applicable law.

## **6. SEPARATE CONTRACTS**

6.1 The Owner reserves the right to perform construction or operations related to the Project under separate contracts, or with the Owner's own forces in connection with other portions of the Project or other construction or operations on the site under separate Contract.

6.2 The Contractor shall cooperate fully with separate contractors with regard to storage of materials and execution of separate contract work, and shall connect and coordinate the separate contractor's construction and operations with the Contractor's as required by the Contract Documents.

6.3 It shall be the Contractor's responsibility to inspect all separate contractor work affecting the Work and to report to the Owner any irregularities or defects that would not permit completion of the Work in a satisfactory manner or in the time permitted in the Contract Documents.

6.4 The Contractor shall immediately report to the Owner or Engineer any discrepancies or defects in a separate contractor's work that would be unsuitable for proper execution of the Work. The Contractor's failure to notify the Owner of such irregularities shall indicate the separate contractor's work has been satisfactorily completed to receive the Work.

6.5 It shall be the responsibility of the Contractor to measure the completed work in place and report to the Owner immediately any difference between completed work by others and the Drawings.

6.6 The Contractor shall not be responsible for defects in the separate contractors work which could not then have been reasonably discovered by the Contractor.

6.7 Wherever work being done by the Owner's forces or by other contractors is contiguous to Work covered by the Contract, the respective rights of various interests involved shall be established by the Owner, to secure the completion of the various portions of the work in general harmony.

## **7. ENGINEER – ADMINISTRATION OF THE CONTRACT**

7.1 The Engineer is the person or entity licensed to practice or engineering, who is responsible for performing the duties assigned to the Engineer by the Contract Documents.

7.2 The Owner, at the Owner's sole discretion, shall assume the responsibilities and role of the Engineer when an Engineer has been deemed unnecessary by the Owner for completion of the Work.

7.3 The Engineer's responsibilities and authority shall not take precedence over the Owner's rights and the Contractors obligations to fulfill the Contract Document requirements as set forth in the Contract Documents.

7.4 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized by the Owner, the Owner and Contractor shall communicate through the Engineer. Communications by and with the Engineer's consultants shall be through the Engineer. Communications by and with subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contract contractors shall be through the Owner.

7.5 The Engineer shall provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative during construction, until final payment is due and at the Owner's request, from time to time during the guaranty period. The Engineer will advise and consult with the Owner.

7.6 The Engineer will regularly visit the site, conduct job meetings, and keep the Owner informed of the progress and quality of the Work, and will endeavor to inform the Owner of defects and deficiencies in the Work. The Engineer's minutes of meetings shall be the official minutes kept on the Project. However, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Engineer will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or

procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as otherwise expressly provided herein.

7.7 Based on the Engineer's observations and evaluations of the Contractor's Applications for Payment, the Engineer will review and certify the amounts due the Contractor and will submit to the Owner for its review, consideration, and, if approval of Certificates for Payment in such amounts as the Engineer determines appropriate in accordance with the Contract Documents.

7.8 The Engineer shall reject Work that does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable to achieve the intent of the Contract Documents, the Engineer will have authority to require additional inspection or testing of the Work.

7.9 The Engineer will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking such submittals for conformance with the information given and the design concept expressed in the Contract Documents. The Engineer's review shall be in accordance with the provisions and the procedures described in the Contract Documents and shall not relieve the Contractor from compliance with the requirements of the Contract Documents.

7.10 The Engineer will prepare Change Orders and Construction Change Directives for the Owner's approval and execution. The Engineer may authorize Minor Changes in the Work.

7.11 The Engineer will conduct inspections to determine, in consultation with the Owner, the date or dates of Substantial Completion and the date of Final Completion, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

7.12 The Owner may provide one or more project representatives to assist in carrying out the Engineer's responsibilities at the site.

7.13 The Engineer will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Engineer's written response to such requests will be made within time limits that will not affect the progress of the Work, but, in any event, within a thirty (30) day limit.

7.14 The Engineer's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, subject to approval by the Owner.

7.15 The Owner may utilize the services of a Clerk of the Works for the Project. Except as authorized by the Owner, the Clerk of the Works shall have no authority for approvals or changes to the Work. The Owner's Clerk of the Works shall be on site at all times during regular working hours as defined in the Contract Documents. If the Contractor determines the need for additional hours outside of the regular working hours and receives authorization and, any required permits to perform work outside of the regular working hours, the Contractor shall be responsible for the additional costs associated with the Clerk's required services to be on site at all times during those

hours not regular hours as identified in the Contract Documents. The reimbursement shall be based on the Clerk of the Works' hourly wage and benefits and shall be paid by means of a credit Change Order executed at the time of Final Completion.

## **8. CONTRACTOR**

8.1 The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall designate in writing a representative who shall have the express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

8.2 Prior to starting Work and at frequent intervals during the progress, the Contractor shall carefully study and compare the Contract Documents with each other and with the information furnished by the Owner or Engineer and shall at once report to the Owner and Engineer any error, inconsistency or omission the Contractor may discover. If the Contractor proceeds with the Work without such notice to the Engineer, having discovered such errors, inconsistencies or omissions, or if by reasonable study of the Contract Documents the Contractor could have discovered such, the Contractor shall bear all costs arising therefrom.

8.3 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be immediately reported to the Owner and the Engineer.

8.4 The Contractor shall perform the Work in accordance with the Contract Documents.

8.5 Any claim by the Contractor or subcontractors that, in submitting their bid proposals, they did not include all items as shown in the Contract Documents, will be given no consideration for an adjustment. If any item is specified in a Section which would not normally furnish these items it shall be the responsibility of the Contractor to coordinate the situation with the Subcontractor, and if the item under consideration is not to be provided by the Subcontractor it shall be the responsibility of the Contractor to provide the work in question, without any additional cost to the Owner.

8.6 The Contractor shall begin and shall prosecute the work regularly, and without interruption after Notice to Proceed has been given by the Owner (unless otherwise directed in writing by the Owner) with such force as to secure the completion of the work, in an acceptable manner, within the time stated in the Proposal.

8.7 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordination of all portions of the Work. Where Contract Documents refer to particular construction means, methods, techniques, sequences or procedures or indicate or imply that such are to be used in the Work, such mention is intended only to indicate that the operations of the Contractor shall be such as to produce at least the quality of work implied by the operations described, but the actual determination of whether or not the described operations may be safely and suitably employed on the Work shall be the responsibility

of the Contractor, who shall notify the Owner and Engineer in writing of the actual means, methods, techniques, sequences or procedures which will be employed on the Work, if these differ from those specified in the Contract Documents. All loss, damage, or liability, or cost of correcting defective work arising from the employment of any construction means, methods, techniques, sequences or procedures shall be borne by the Contractor, notwithstanding that such construction means, methods, techniques, sequences or procedures are referred to, indicated or employed by the Contract Documents, unless the Contractor has given timely notice to the Owner and Engineer in writing that such means, methods, techniques, sequences or procedures are not safe or suitable, and the Owner has then instructed the Contractor in writing to proceed with such means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor.

8.8 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, agents, Subcontractors and suppliers and the employees and agents of any of the foregoing, and any other entities or persons performing or supplying the Work.

8.9 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Engineer in the Engineers administration of the Contract, the activities or duties of an Owner's Project Manager (if any), or by tests, inspections or approvals required or performed by persons other than the Contractor.

8.10 The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent work.

8.11 The Contractor shall exercise due care when working around all property bounds. Should any damage to a bound result from the actions of the Contractor, it shall be replaced and/or realigned by the Contractor as directed by the Owner. No further compensation will be due to the Contractor for the materials and labor required to re-establish the bound in its proper orientation.

8.12 The Contractor shall give all notices and comply with all Federal, State and local laws, ordinances and regulations in any manner affecting the conduct of the Work, and all such orders and decrees as exist, or may be enacted by courts, agencies, bodies or tribunals having any jurisdiction or authority over the Work.

8.13 The Contractor shall be responsible for the conduct and discipline of employees and/or any subcontractor or persons employed by subcontractors. All workers must have sufficient knowledge, skill and experience to perform properly the work assigned to them. Any foreperson or worker employed by the Contractor or subcontractor who, in the opinion of the Owner, does not perform the work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Owner and to the extent permitted by law, be discharged immediately and shall not be employed again in any portion of the Work without the approval of the Owner.

## **9. SUPERINTENDENCE**

9.1 The Contractor shall employ a competent Project Manager and Superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work and until the date of Substantial Completion and for such additional time thereafter as the Owner

may determine to be necessary for the full completion of the Work. The Superintendent shall be responsible for coordinating all the Work of the Contractor and the Subcontractors.

9.2 The Contractor shall remove the project manager or superintendent or assistants if requested to do so in writing by the Owner, and shall promptly replace such person with a competent person reasonably acceptable to the Owner. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be as binding as if given to the Contractor.

9.3 The Superintendent shall be licensed consistent with the Massachusetts Building Code. The Superintendent's resume shall be submitted to the Owner prior to commencement of construction and must demonstrate to the Owner's reasonable satisfaction that the Superintendent has performed similar duties on previous construction projects similar to the Project.

9.4 The Contractor shall retain a competent registered professional engineer or registered land surveyor, acceptable to the Owner, who shall establish the exterior lines and required elevations of all buildings and structures to be erected on the site and shall establish sufficient lines and grades for the construction of associated work such as, but not limited to, roads, utilities and site grading. Said engineer or land surveyor shall certify as to the actual location of the constructed facilities in relation to property lines, building lines, easements, and other restrictive boundaries.

9.5 The Contractor shall conduct the engineering required for establishing grades, lines, levels, dimensions, layouts, and reference points for the trades; shall be responsible for maintaining bench marks and other survey marks; and shall replace any bench marks or survey marks which have been disturbed or destroyed.

9.6 The Contractor shall coordinate and supervise the Work performed by all Subcontractors to the end that the Work is carried out without conflict between trades and so that no trade causes delay to the general progress of the Work. The Contractor and all subcontractors shall at all times afford each trade, any separate contractor, or the Owner, every reasonable opportunity for the installation of Work and the Storage of materials.

9.7 The Contractor shall arrange for and attend job meetings with the Owner and the Engineer and such other persons as the Owner and the Engineer may require to be present. The Contractor shall be represented by a principal, the project manager, the superintendent, or other representative of the Contractor acceptable to the Owner. An authorized representative of any Subcontractor shall attend such meetings if the representative's presence is requested by the Owner or the Engineer.

## **10. SUBCONTRACTORS**

10.1 A subcontractor, also referred to in the Contract Documents as a filed-subcontractor or sub-subcontractor, is a person or entity that has a direct contract with the Contractor or another Subcontractor to perform a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

10.2 By written agreement, the Contractor shall require each subcontractor to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by those Contract Documents, assumes toward the Owner and the Engineer. The Contractor shall make available to each Subcontractor, prior to the execution of a subcontract agreement, copies of the Contract Documents to which the subcontractor will be bound, and shall further identify to the Subcontractor any terms and conditions of the subcontractor agreement which may differ or be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. The Owner shall have the right to review the Contractor's standard form of subcontract and the content of all subcontracts and sub-subcontracts.

10.3 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that the assignment is effective only after termination of the Contract by the Owner for cause and only for those subcontract agreements which the Owner, in its sole discretion, accepts by notifying the Subcontractor and Contractor in writing. Such assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract. In the event of such assignment to and assumption by the Owner, the Subcontractor shall have no claim against the Owner or such third party for Work performed by such Subcontractor or other matters arising prior to termination of the Contract, and the Owner or such third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after such assumption. This Section 9.3 shall serve as the instrument of assignment at such time as the assignment provided for above becomes effective. The Contractor agrees to include in each subcontract agreement the assent of each Subcontractor to such assignment of its subcontract agreement to the Owner, and to execute whatever instruments the Owner may request to confirm the assignment described in this Section 9.3.

10.4 The Contractor, as soon as practicable after award of the Contract, shall provide in writing to the Owner and Engineer the names of persons or entities, and business address (including those who are to furnish materials or equipment fabricated by a special design) proposed for each principal portion of the Work, or as specifically requested by the Owner or Engineer. The Engineer shall reply to the Contractor in writing stating whether or not the Owner has reasonable objection to any such proposed person or entity, the Owner shall not object to previously approved sub-bidders. Neither the Contractor nor the Subcontractor shall contract with a person or entity to which the Owner has made reasonable objection.

10.5 The applicable provisions of Massachusetts law shall apply to all subcontractors filed subcontractors and sub-subcontractors and said law shall take precedence over any conflicting statements in the Contract Documents.

## **11. NOTIFICATIONS**

11.1 Written notice shall be considered as served when delivered in person or sent by certified mail or courier service providing proof of delivery to the individual, firm or corporation or the last business address known to that person who serves the Notice. It shall be the duty of each party to advise the other parties to the Contract as to any change in business address upon completion of the Contract.

## **12. CONTRACT SECURITY**

12.1 The Contractor shall furnish and maintain in force a labor and materials payment bond and a performance bond in an amount not less than one hundred percent (100%) of the Contract Sum as security for the performance of the Contract and payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract.

12.2 The sureties of all bonds shall be such surety company or companies as are approved by the Owner, and as are authorized to transact business in the Commonwealth of Massachusetts. An attorney-in-fact who executes the required bonds for the surety shall affix a certified and current copy of the power of attorney.

12.3 If at any time the Owner, for justifiable cause, shall be or become dissatisfied with any surety or sureties, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

12.4 The Contractor may list in its bid that any or all filed Subcontractors provide the Contractor with payment and performance bonds for the full 100% amount of the Subcontract. The costs for said bonds shall be the responsibility of the Contractor. Requirements relating to the Contract Security and Payment and Performance Bonds throughout the Contract Documents shall be applicable to the bonds and surety provided by the Subcontractors, for which verification, payment, and responsibility shall be with the Contractor.

12.5 In the event the Contractor lists in its bid that filed Subcontractors provide bonds, and subsequently waives the requirement, the Contractor shall provide the Owner with a certification that they understand if the filed subcontractor defaults or is terminated, the Contractor accepts full responsibility and costs related to said default or termination with a credit change order in an amount equal to the bond premium it would have paid had it required the filed Subcontractor to provide such bonds.

## **13. INDEMNIFICATION**

13.1 The Contractor shall indemnify, defend with counsel acceptable to the Owner, and save harmless the Owner, the Engineer, and their officers, agents, servants and employees from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work or any breach or failure of the Contractor to comply with the terms and conditions of the Contract Documents, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, the offices, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings. Such obligation

shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.

13.2 If a separate contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred.

13.3 This Article shall survive the expiration or termination of this Contract.

## **14. INSURANCE**

14.1 The Contractor shall not commence work under this Contract until the Contractor has obtained the following insurance coverage and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on the subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. Certificates from the Contractor's Insurance carriers stating the coverage's provided, the limits of liability and expiration dates shall be filed with the Owner before operations are started.

1. Workmen's Compensation Insurance: Procure and maintain during the life of this Contract, Workmen's Compensation and Employer's Liability Insurance as required by State law for all employees to be engaged in work at the site of the project, and, in case of any such work sublet, Contractor shall require subcontractors similarly to provide Workmen's Compensation and Employer's Liability Insurance for all the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Insurance. The limit of liability for Employer's Liability Insurance shall be not less than \$500,000.00. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide Employer's Liability Insurance with a limit of at least \$1,000,000 for each accident for the protection of such of employees as are not otherwise protected.
2. Contractor's General Liability and Property Damage Insurance: Procure and maintain during the life of this Contract, comprehensive Contractor's General Liability Insurance, with the Owner additional named insured, covering bodily injury, including accidental death, with limits of \$1,000,000 per person, \$1,000,000 per occurrence and property damage insurance with limits of \$1,000,000 per occurrence, including products and completed operations, explosion, collapse, (X/C/U) and Broad Form Property Damage Coverage. Provide a separate policy for completed operations for a period of two (2) years from date of Final Completion of the Project. Any policy issued shall include permission for partial or total occupancy by Owner within the scope of this Contract. Coverage shall also include an Owner's and Contractor's protective liability favoring the Owner and an

umbrella of excess liability in the amount of \$2,000,000 (two million dollars) minimum.

3. Contractor's Automobile Liability Insurance: Procure and maintain during the life of this Contract Comprehensive Automobile Liability Insurance, including all owned, non-owned, and hired automobiles, with the Owner as additional named insured, covering bodily injury, including accidental death, with limits of \$1,000,000 per person, \$1,000,000 per occurrence and property damage with limits of \$1,000,000 per occurrence.
4. All-risk Insurance: Procure and maintain during the life of this Contract All-Risk Builder's Risk Insurance on a 100% completed value basis, with the Owner named as an insured as the Owners interests may appear. In the event of paid claims, the Contractor shall bear the costs of any amounts deductible under the policy.
5. Property Insurance: Procure and maintain during the life of this Contract Property Insurance in the amount of the Contract Sum, and subsequent modifications to include all components, portions, and full coverage of the Work including Boiler and Machinery Insurance at the site on a replacement cost basis. Property insurance shall include portions of the Work stored off site or in transit. The Insurance shall include interests of the Owner, the Contractor, and Subcontractors and sub-subcontractors in the Work.

14.2 All such insurance shall be provided by a Best 'A' rated company lawfully authorized to do business in the Commonwealth of Massachusetts. The Owner shall be named as an additional insured under all policies. In the event of paid claims under all policies the Contractor shall bear the cost of all and any deductibles. The Insurance Policies shall not conflict with the Contract Documents and shall allow for the Owner's partial or total occupancy by Owner within the scope of the Contract Documents.

14.3 Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof.

14.4 All policies shall be so written that the Owner will be notified in writing of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or material amendment. Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial insurances.

14.5 If a loss occurs under any of the insurance policies required by the Contract Documents, insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their shares of insurance proceeds received by the Contractor, and by agreements, written where legally required for validity, and shall require Subcontractors to make payments to their sub-subcontractors.

## **15. PERMITS AND FEES**

15.1 The Contractor shall secure any and all permits, licenses, and fees required for the proper execution of the Work. The Contractor shall coordinate all efforts required to obtain said permits.

15.2 If the Contractor observes that portions of the Contract Documents are at variance with any permit conditions, the Contractor shall promptly notify the Engineer and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

15.3 If the Contractor performs Work knowing it to be contrary to any permit or license condition, or any laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Engineer and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

## **16. TAXES**

16.1 The Contractor shall not pay, and the Owner shall not reimburse or pay the Contractor for, any sales taxes on building supplies or materials for which an exemption is provided pursuant to M.G.L. c. 64H, § 6(f).

## **17. ASSIGNMENT**

17.1 Neither the Contractor nor the Owner shall sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or the right, title or interest therein, or the obligations hereunder, without written consent of both the Contractor and the Owner. If the Contractor attempts to make such assignment, the Contractor shall nevertheless remain legally responsible for all obligations under the Contract.

## **18. TIME**

18.1 The Contractor agrees that time is of the essence of each and every portion of the Contract Documents and wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Contract.

18.2 The date of commencement of the Contract shall be **September 30, 2021** or earlier unless otherwise fixed in a Notice to Proceed from the Owner.

18.3 The Contractor shall notify the Owner at least five days prior to starting the Work. The Contractor shall coordinate the Work and proceed with adequate forces and shall be required to obtain Completion within the time set in the Contract Documents.

18.4 Prior to commencement of the Work, the Contractor shall meet in conference with representatives of the Owner and Engineer to discuss and develop mutual understandings relative to administration of the quality assurance program, safety program, labor provisions, the schedule of Work, and other Contract procedures.

18.5 The date of Substantial Completion is the date certified by the Engineer and approved by the Owner. The Contractor shall achieve Substantial Completion of the entire Work no later than 76 days from the commencement date of the Contract.

**18.6** The Contractor shall achieve Final Completion of **all work in the street by December 15, 2021 and if necessary due to weather the punch list and landscape work can be completed in spring 2022, but no later than April 15, 2022.**

18.7 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Engineer, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by other causes that the Engineer determines may justify delay, then, by Change Order, the Contract Time may be extended for such reasonable time as the Owner determines, and the Contract Sum shall be adjusted by the amount of the actual, direct, increased costs incurred by the Contractor during such extended time; provided, however, that the Contractor shall not be entitled to an extension of time due to an act or neglect of the Owner or the Engineer unless the Contractor has first provided timely written notice to the Owner and the Engineer that the act or neglect of the Owner or Engineer, as applicable, is adversely affecting the commencement or progress of the Work.

18.8 Change Order Requests for Extension of Time based on seasonal variations in the weather shall be denied. Conditions of the weather are solely at the risk of the Contractor.

18.9 Failure to notify the Engineer in writing of any delay shall preclude the Contractor from subsequently claiming any damages due to said delay.

18.10 Notwithstanding the above, the following provisions of G.L. c. 30, § 39O shall govern, where applicable:

*Chapter 30: Section 39O. Contracts for construction and materials; suspension, delay or interruption due to order of awarding authority; adjustment in contract price; written claim*

*Section 39O. Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.*

*(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the*

*contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.*

*(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim."*

18.11 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract Documents of the Work are Essential Conditions of this Contract; and it is further mutually understood and agreed that the Work shall be commenced on a date to be specified in the Contract Documents or a Notice to Proceed.

18.12 The Contractor agrees that said Work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

18.13 If the said Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extensions thereof granted by the Owner, that the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the sum of \$500, not as a penalty but as liquidated damages for such breach of contract as herein set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents for completing the work.

18.14 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain. The Contractor and/or the Contractor's surety shall be liable for and pay the Owner the sums stipulated as liquidated damages. These liquidated damages are not intended to limit the liability of the Contractor for actual damages that may exceed the amount of these liquidated damages.

## **19. CONTRACTOR'S CONSTRUCTION SCHEDULES**

19.1 At least fifteen (15) days prior to commencement of the Work the Contractor shall submit to the Engineer a construction schedule in bar graph form, satisfactory to the Engineer, showing in detail the proposed progress for the construction of the various parts of the Work, the proposed

times for receiving materials required, and the interrelationship between the various construction operations and the percentage of completion and the dollar value of the completed work on the first day of each month for each section of the specifications and the entire Work. Submission of said schedule shall be a condition precedent to approval of the Contractor's first application for payment.

19.2 At the end of each month, or more often if required, the Contractor shall furnish the Engineer an updated schedule showing actual progress of the various parts of the Work in comparison with the originally proposed progress and payment schedules. If the Engineer raises any objections to progress or payment schedules submitted by the Contractor, the Contractor shall immediately address and resolve such objections to the reasonable satisfaction of the Engineer.

19.3 Whenever progress of the Work falls behind the planned schedule of construction as shown on the project schedule, the Contractor shall promptly notify the Owner and the Engineer and promptly advise the Owner of action being taken to return the Work to the planned schedule or to revise the schedule as necessary to maintain the Substantial Completion date, and such action shall be indicated on the project schedule, which shall then be promptly re-submitted by the Contractor to the Engineer and the Owner for review and approval.

19.4 If the Owner determines that the progress of the Work has been materially delayed, or that the project schedule is in jeopardy of not being met, the Owner shall have the right to require the Contractor to take whatever steps are necessary to recover all or a portion of such delay. If and to the extent such delay is caused by any act or omission of the Owner or the Engineer or is otherwise beyond the control of the Contractor, the costs of such recovery shall be borne by the Owner; otherwise the costs associated with such recovery shall be borne by the Contractor and there shall be no increase in the Contract Sum on account of such recovery activities. The Contractor shall, within three (3) days after the Owner's request to take such action, notify the Owner and the Engineer in writing, and commence implementing the steps the Contractor proposes to take to effect such recovery, and provide the Owner, in a form acceptable to the Owner, a detailed recovery schedule setting forth the actions to be taken by the Contractor. If the Contractor disputes any direction given by the Owner pursuant to this paragraph, it shall have no right to refuse to accelerate the Work, but the Contractor shall have the right to make a Claim for additional costs in accordance with the provisions of the Contract Documents. Notwithstanding anything in this Contract to the contrary, if the Contractor fails or refuses to accelerate the Work after its receipt of the Owner's direction to do so, the Contractor shall be liable to the Owner for the Owner's actual damages incurred or accruing on each day the Contractor fails to recover, beginning on the date on which the Owner directed the Contractor to accelerate. Nothing herein shall limit any other rights or remedies that the Owner may possess under other provisions of the Contract Documents or by law.

19.5 If the Contractor submits a construction schedule that anticipates Substantial Completion before the date established in the Owner's Notice to Proceed, the Contractor shall have no claim for additional compensation on account of any delays that prevent Substantial Completion before the date set in said Owner's Notice to Proceed.

19.6 The Owner's approval of any submission of a schedule or a schedule update shall be limited to a determination that the schedule or update represents a reasonable plan for completion of the

Work within the Contract Time, and such approval, or lack thereof, shall not limit or modify any of the Contractor's obligations under the Contract Documents. The Contractor shall comply with the schedule most recently approved by the Owner.

19.7 The Contractor shall prepare and keep current for the Engineer's approval, a schedule of submittals which is included in the Contractor's construction schedule and allows the Engineer reasonable time to review submittals.

## **20. SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

20.1 The Contractor shall submit to the Engineer samples required in the Contract documents or as required by the Owner or Engineer for approval. Samples shall be furnished so as not to delay fabrication, allowing the Owner reasonable time for the consideration of the samples submitted. Contractor shall furnish such samples of materials, and workmanship shall be in accordance with approved samples.

20.2 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, manufacturer, supplier, or distributor to illustrate a portion of the Work.

20.3 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor or its Subcontractors and suppliers to illustrate materials or equipment for some portion of the Work.

20.4 Samples are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.

20.5 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submission is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

20.6 The Contractor shall review, approve, and submit to the Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Engineer without action. The Contractor's attention is directed to the provisions of "Or Equal" Submissions/Substitutions of the Specifications.

20.7 The Contractor shall prepare and keep current, for the Engineer's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Engineer reasonable time to review submittals.

20.8 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Engineer. Such Work shall be in accordance with approved submittals.

20.9 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified field construction criteria, materials, field measurements, quantities, relations to existing Work, coordination with Work to be installed later, coordination with information on previously accepted Shop Drawings, Product Data, Samples, or similar submittals and verification of compliance with all of the requirements of the Contract Documents. The accuracy of all such information is the responsibility of the Contractor. In reviewing Shop Drawings, Product Data, Samples, and similar submittals the Owner and Engineer shall be entitled to rely upon the Contractor's representation that such information is complete and accurate.

20.10 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's or Owner's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Owner and Engineer in writing of such deviation at the time of submittal and the Owner has given explicit written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Engineer's or Owner's actions.

20.11 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Engineer on previous submittals.

20.12 Informational submittals upon which the Engineer is not expected to take responsive action may be so identified in the Contract Documents.

20.13 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Engineer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

## **21. "OR EQUAL" SUBMISSIONS/SUBSTITUTIONS**

21.1 Except where a product has been specified as a proprietary material, the words "or approved equal" are understood to follow the name of any maker, vendor, or product specified to be used in the Contract Documents. To determine if the materials or articles proposed by the Contractor are equal to those specified, the Engineer shall determine whether the materials or articles proposed are at least equal in quality, durability, appearance, strength and design to the material or articles named or described, and will perform at least equally the functions imposed by the design for the Work; and conforms substantially, even with deviations, to the detailed requirements for the items as described in the Specifications.

21.2 If the Contractor proposes to use a material or item of equipment which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, the Contractor shall inform the Engineer in writing of the nature of such deviations at the time the material or item of equipment is submitted for approval, and shall request written approval of the deviation from the requirements of the Contract Documents.

21.3 By making requests for substitutions, the Contractor:

1. represents that it has personally investigated the proposed substitute product and determined that it meets the conditions specified in Section 20.1;
2. represents that it will provide the same warranties and guarantees for the substitute product that it would for that specified;
3. certifies that all cost data presented with respect to the proposed substitution are accurate and complete and include all related (direct and indirect) costs under the Contract, and waives all claims for additional costs related to the substitution that subsequently become apparent; and
4. will coordinate the installation of the substitute, if approved, making such changes as may be required for the Work to be complete in all respects.

21.4 In requesting approval of deviations or substitutions, the Contractor shall provide, upon request, evidence leading to a reasonable certainty that the proposed substitution or deviation will meet the conditions set forth in Section 21.1. If, in the opinion of the Engineer, the evidence presented by the Contractor does not provide a sufficient basis for such reasonable certainty, the Engineer may reject such substitution or deviation without further investigation.

21.5 The Engineer will not approve as equal to materials or equipment specified proposed substitutions which, in the Engineer's opinion, would be out of character, obtrusive, or otherwise inconsistent with the character or quality of design of the Project. In order to permit coordinated design of color and finishes the Contractor shall, if required by the Engineer, furnish the substituted material in any color, finish, texture, or pattern which would have been available from the manufacturer(s) originally specified, at no additional cost to the Owner.

21.6 Any additional cost, or any loss or damage arising from the substitution or proposed substitution of any material, equipment or method for those originally specified shall be borne by the Contractor, including, without limitation, the Owner's and Engineer's costs in evaluating substitutions whether or not approved, costs of any structural, mechanical or other changes necessary to accommodate substituted materials or equipment, and costs of modifying design documents and other additional design fees, notwithstanding approval or acceptance of such substitution by the Owner or the Engineer, unless such substitution was made at the written request or direction of the Owner or the Engineer. If any approved substitution results in a cost savings, the Owner shall be entitled to a credit, reducing the Contract Sum, in an amount equal to the net reduced cost of the substituted material or equipment after taking into account such related costs.

## **22. SAMPLES AND TESTS**

22.1 Materials to be used in the Work may be tested or inspected after reasonable notice by the Engineer and may be rejected. Except as otherwise provided in the Contract, all the cost of testing of material that fail the criteria shall be borne by the Contractor. If the Contractor requests permission to use a material that was not specified in the Contract Documents and the Engineer requires testing of such material before approving its use, the Contractor shall pay for such testing.

22.2 The source of material proposed by the Contractor shall be designated in time to permit all required testing and inspection before the material is needed for incorporation into the Work. The Contractor shall have no claim for delays due to testing if the Contractor fails to designate the proposed source or to order the material in time to provide for adequate testing and inspection. Necessary arrangements shall be made to permit the Engineer to make factory, shop, or other inspection of materials or equipment ordered for the Work, in process of manufacture or fabrication, or in storage elsewhere than the site of the Work.

22.3 The Contractor shall furnish the Engineer with samples of the materials it proposes to use in the execution of the work in sufficient time to afford the Engineer the opportunity to adequately review and, if necessary, arrange for testing of such materials.

## **23. DOCUMENTS AND SAMPLES AT THE SITE**

23.1 The Contractor shall maintain at the site of the Work for the Owner one record copy of this Contract and of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during the construction, and one record copy of approved Shop Drawings, Product Data, Samples, and similar submittals. These shall be available to the Engineer and Owner and shall be delivered to the Engineer for submittal to the Owner upon completion of all the Work of the Project. The Contractor shall be responsible for assuring that the progress of the Work and all revisions are delineated on record Drawings by the specific trades involved on a current basis. The Owner and the Engineer shall have access to such as-built Drawings at all times. When final as-built Drawings are found by the Engineer to be complete, the Contractor shall furnish to the Engineer the record set of "as-built" Drawings in hard copy reproducible format with each sheet clearly marked "Record Drawing" and dated, and Specifications reflecting the actual conditions of the Work, together with a copy of such as-built plans on diskette in the AutoCAD format or such other format as the Owner may require. Delivery by the Contractor of the final as-built Record Drawings shall be a condition to final payment, and furnishing of the Record Drawings may be carried on the punchlist with a value determined by the Owner.

## **24. USE OF SITE – DELIVERY AND STORAGE OF MATERIALS**

24.1 The right of possession of the premises and the improvements made thereon by the Contractor shall remain at all times in the Owner. The Contractor shall confine the Contractor's apparatus, storage of materials, and operations of Contractor's workmen to limits indicated by law, ordinances, Contract Documents, permits, and directions of the Owner and shall not unreasonably encumber the premises. The Owner shall not be liable to the Contractor, the Subcontractors, their employees or anyone else with respect to the conditions of the premises.

24.2 Notwithstanding the designation of contract limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain phases or portions of the Work may require that certain operations be carried out beyond such designated limits. Such Work, if required beyond such designated limits, shall be scheduled in such a manner as to cause a minimum of inconvenience or disturbance to or interference with the normal operations of the Owner, abutters and the public. The Contractor shall obtain the Owner's prior approval and all necessary approvals from abutters, public authorities and utility companies for such operations,

prosecute such operations expeditiously and restore the affected area to its original condition immediately upon completion of such operations, unless otherwise specified in the Contract Documents. All existing walkways, roadways, paved or landscaped areas disturbed by construction or over which temporary driveways or walkways are rerouted shall be restored to their original condition, immediately upon completion of the related phases or portions of the Work, unless otherwise specified in the Contract Documents.

24.3 Materials and equipment shall be progressively delivered to the site so that there will be neither delay in the progress of the Work nor an undue accumulation of materials that are not to be used within a reasonable time.

24.4 Materials stored off-site shall be stored at the expense of the Contractor in a manner that preserves their quality and fitness for the Work. Material shall be placed on wooden platforms or other hard clean surfaces and not on the ground and shall be properly protected.

24.5 If the Contractor requests the Engineer's inspection of materials stored off-site, the Contractor shall assume the Engineer's reasonable costs for travel, room, and meals associated with such inspection.

24.6 Materials stored either at the site or at some other location agreed upon in writing shall be located so as to facilitate prompt inspection and may again be inspected prior to their use in the Work.

24.7 The Contractor shall take charge of and be liable for any loss of or injury to the materials delivered at or in the vicinity of the place where the Work is being done and shall notify the Engineer as soon as any such materials are so delivered and allow them to be examined by the Engineer.

24.8 The Contractor shall provide the Owner and Engineer access to the Work in preparation and progress wherever located.

## **25. CUTTING AND PATCHING**

25.1 The Contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the Drawings and Specifications to complete the Work. The Contractor shall restore all such cut or patched work as directed by the Owner. Cutting of existing structure that shall endanger the Work, adjacent property, workers or the public shall not be done unless approved and directly supervised by the Owner.

25.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

## **26. PROTECTION AND RESTORATION OF PROPERTY**

26.1 The Contractor shall not enter upon private property for any purpose without obtaining permission, and shall be responsible for the preservation of all public property, trees, monuments, and signs, along and adjacent to the street or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto.

26.2 The Contractor is solely responsible for the proper and safe operation and maintenance of all utility systems within the construction limits, whether these are supplied by the Owner's distribution system or otherwise, until the Work is accepted by the Owner, and until the Owner has notified the Contractor that other arrangements have been made. The Contractor shall maintain and operate appurtenances within the construction area, which serve the distribution system, subject to periodic inspection by the Owner's operating personnel. Inspection by any representative or personnel of the Owner shall not relieve the Contractor of responsibilities in connection with operation and maintenance of these facilities and equipment. The Contractor shall notify the Owner's representatives at least 72 hours in advance of the desire to extend, connect, disconnect, turn on or off any steam, electric, water or other service from the authorized representatives of the Owner. All plumbing, heating, and electrical work, including installation of equipment and any other Work to be performed by the Contractor, shall be carried out without interference with the Owner's normal operation. Where any Work requires interruption of any service, the Contractor shall make advance arrangements with the Owner for dealing with such interruption.

26.3 The Owner will supply to the Contractor all water and electricity reasonably required for all construction requirements. Utilities furnished by the Owner will be discontinued if, in the opinion of the Owner, they are wastefully used. In such event, the Contractor shall supply thereafter all water and electricity required to complete the Work. The Contractor shall supply all hoses, extension cords and other tools necessary for the proper installation of the Work.

26.4 Adequate toilet facilities for use during construction will be supplied by the Owner. The Contractor shall leave sanitary facilities as clean as they were at the start of the Work.

26.5 The Contractor shall provide adequate facilities to keep the Site secure at all times when the Contractor's personnel are not present, from commencement of the Work until Substantial Completion, to assure that the Work, all materials and equipment stored at the Site, and all other property of the Owner located within the site limits or within other areas occupied or controlled by the Contractor, are fully and completely protected against loss or damage due to vandalism, theft, malicious mischief, pilferage or unexplained disappearance. If the Contractor fails to comply with the requirements of this Subsection 25.5, then the Owner may provide appropriate security, and charge the cost thereof to the Contractor. The Owner's provision of such security, or failure to do so, shall not relieve the Contractor of its sole responsibility to pay for loss or damage to such property due to vandalism, theft, malicious mischief, pilferage or unexplained disappearance, to the extent not covered by the Owner's insurance.

26.6 The Contractor shall arrange for and provide all police details required by the Town of Winchester Police Department to be present at or adjacent to the site for traffic control purposes.

The cost of police details so required shall be borne by the Contractor and is included in the Contract Sum.

26.7 The Contractor shall take all other necessary precautions and be responsible for any requirements and fees associated with adequate protection and safety of the site during construction and completion of all contract work, if necessary, to include temporary fencing, signs, barriers, in accordance with the Massachusetts State Building Codes, federal regulations, and local bylaws.

26.8 The Contractor shall keep the Owner's property free at all times from accumulations of waste materials or rubbish and shall remove from the Owner's property, and from all public and private property, all temporary structures, rubbish and waste materials resulting from the operation or caused by the employees, and shall remove all surplus materials resulting from the operation or caused by the employees, leaving the site smooth, clean and true to line and grade. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor for its costs associated therewith.

26.9 The Contractor shall at the termination of this Contract, before acceptance of the work by the Owner, remove all of equipment, tools and supplies from the property of the Owner. Should the Contractor fail to remove such equipment, tools and supplies, the Owner shall have the right to remove and dispose of them, and the Contractor shall pay all costs incurred by the Owner in removing and disposing of them. The Owner shall not be responsible for storing or maintaining such items not properly removed or disposed of from the site.

## **27. SUBSURFACE INVESTIGATIONS**

27.1 If, during the progress of the Work, the Contractor or the Owner discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the Contract Documents, either the Contractor or the Owner may request an equitable adjustment in the contract price of the contract applying to Work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a Contractor, or upon its own initiative, the Owner shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and Contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the Work or a change in the construction methods required for the performance of the Work which results in an increase or decrease in the cost of the Work, the Owner shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

27.2 The Drawings and Specifications indicate all utilities at and adjacent to the site of which the Owner is aware. However, the Owner makes no representation or warranty that pipes, conduits, lines or other structures or equipment of public and private utility companies ("utility equipment") shown on the Drawings or referred to in the Specifications are the only utility equipment that may be encountered. Prior to commencing Work, the Contractor shall visit the site

and to the extent possible shall confirm the existence and location of all utility equipment and shall, during the course of the Work, make diligent and continuous efforts to confirm the locations of all utility equipment at and adjacent to the site. The Contractor shall promptly notify the Engineer in writing, prior to commencing affected portions of the Work, of any utility equipment that the Contractor discovers and that has not been identified on the Drawings. If and as directed by the Engineer, the Contractor shall make necessary arrangements with utility companies for the protection, alteration or relocation of utility equipment necessary in connection with performance of the Work, and shall notify all municipal departments and utility companies concerned of the time and location of any work which may affect them. The Contractor shall be responsible for all costs and all claims, damages and liabilities arising directly or indirectly from any damage to utility equipment or any intentional or unintentional interruption of service occurring in connection with the Work or other operations of the Contractor.

## **28. DISPOSAL AND HAZARDOUS MATERIALS**

28.1 The Contractor shall dispose of any and all debris, waste, and soils, outside of the limits of the Town of Winchester, including any and all material transported from the project site for disposal. The Contractor shall handle, remove, and dispose of hazardous and chemical waste in accordance with all applicable laws. The Contractor shall make all arrangements and obtain any approvals necessary for said disposal from the owners or officials in charge of the applicable disposal sites and shall bear all cost, including fees resulting from such disposal, including tipping fees. Garbage shall be removed daily.

28.2 No open fire shall be permitted on site without the Owner's prior written permission.

28.3 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The term "Hazardous Materials" shall include "hazardous materials" as defined in M.G.L. c. 21E and "hazardous substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and the Superfund Amendments and Reauthorization Act of 1986, 42. U.S.C. Section 9601 et seq., as all such laws and statutes have been amended, and regulations promulgated pursuant to such laws and statutes.

28.4 The Contractor shall promptly remedy at its own expense damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under this Section 27, except damage or loss attributable to acts or omissions of the Owner or Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable. The foregoing obligations of the Contractor are in addition to the Contractor's obligations elsewhere in the Contract Document.

28.5 The Owner shall not be responsible for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall

be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

28.6 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under this Section 28, except to the extent that the cost and expense are due to the Owner's fault or negligence.

28.7 The Contractor shall install weather protection and provide adequate heat in the protected area from November 1 to March 31, at a minimum, as required by M.G.L. c.149, §44G.

28.8 Damages to materials in place or stored such as, but not limited to, deterioration, loss of material life cycle length, shrinkage, staining, warping, cracks, caused by inadequate Site and Weather Protection shall be immediately replaced at the Owner's or Engineer's request at the Contractor's expense.

28.9 The Contractor shall at all times protect excavations, trenches, buildings and materials, from rain water, ground water, backup or leakage of sewers, drains and other piping, and from water of any other origin and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.

28.10 The Contractor shall remove snow and ice which might result in damage or delay.

## **29. QUALITY OF MATERIAL**

29.1 The Contractor warrants to the Owner and Engineer that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly submitted, approved, and authorized may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

29.2 The Engineer may reject materials if the Engineer reasonably determines that such materials do not conform to the Contract Documents. No rejected materials, the defects of which have been subsequently corrected, shall be used in the Work except with the written permission of the Owner. No extra time shall be allowed for completion of the Work due to the rejection of non-conforming materials.

29.3 The Engineer's inspection of the Work shall not relieve the Contractor of any of its responsibilities to fulfill the Contract obligations, and defective work shall be corrected. Unsuitable work may be rejected by the Owner, notwithstanding that such work and materials have been previously accepted for payment. If the Work or any part thereof shall be found defective at any time before the final acceptance of the whole Work, the Contractor shall forthwith correct such defect in a manner satisfactory to the Engineer, and if any material brought upon the site for use in the Work, or selected for the same, shall be rejected by the Engineer as unsuitable or not in conformity with the Contract requirements, the Contractor shall forthwith remove such materials from the vicinity of the Work.

29.4 Nothing in this Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or the site of the Project; but all such materials shall, upon being so attached or affixed, become the property of the Owner.

29.5 All items having any apparent historical or archaeological interest which are discovered in the course of any construction activities shall be carefully preserved and reported immediately to the Owner and the Engineer for determination of appropriate actions to be taken. The Owner shall be the final decision factor in determination of items of historical or archaeological interest and may or may not take possession of said items, without charge or costs to the Owner.

### **30. WORK HOURS AND RATES**

30.1 No laborer, worker, mechanic, foreperson or inspector working within this Commonwealth in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or part of the Work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight (48) hours in any one week, or more than six (6) days in any one week, except in cases of emergency.

30.2 Every employee under this contract shall lodge, board and trade where and with whom he elects, and neither the Contractor nor his agents or employees shall, either directly or indirectly, require as a condition of the employment of any person that the employee shall lodge, board or trade at a particular place or with a particular person.

30.3 The Contractor shall pay to any reserve police officer employed by him in any city or town the prevailing rate of wage paid to regular police officers in such city or town.

30.4 It is the obligation of the Contractor to assure that the Contractor and all of its subcontractors comply with the requirements of the Massachusetts Prevailing Wage Law, MGL c. 149 §26-27H. The Contractor shall be responsible for all loss, cost and damage suffered or incurred by the Owner as a result of any stop work order or other enforcement action taken by the Attorney General under the authority of MGL c.149 §27, and shall release, indemnify, hold harmless and defend the Owner, the Engineer, their officers, employees and consultants, from and against all claims, actions, suits, fines, or administrative proceedings arising out of or related to the violation by the Contractor or any subcontractor of the said Prevailing Wage Law (or, in the case of the Contractor's defense obligation, the claimed violation thereof). Unless otherwise expressly provided in the Contract Documents, all payroll records required to be submitted to the Owner shall be delivered to a designated employee of the Owner, and not to the Engineer. Minimum wage rates have been determined by the State and/or Federal Labor Department and the Contractor in payment of wages shall be bound by such schedules in the performance of the Work herein provided in the Contract Documents.

30.5 There shall be paid each laborer or mechanic of the Contractor or subcontractor engaged in the Work on the project under this Contract in the trade or occupation listed in the Prevailing Wage Rate sheets, not less than the hourly wage rate set opposite the same, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics.

30.6 When both the State and Federal Wage Rate schedules are applicable to the Project, the contractor shall pay the higher of the two Wage Rates in the trade or occupation listed and provide the required certifications, statements of compliance, and weekly payroll reporting forms required for both the State and Federal wage rate paid.

30.7 Any laborer or mechanic employed to perform work on the project under this Contract, which work is not covered by any of the listed classifications, shall be paid not less than the minimum rate of wages specified herein for the classification which most nearly corresponds to the work to be performed, and such minimum wage rates shall be retroactive to the time of initial employment of such persons in such classification.

30.8 The scheduled wage rates are minimum rates only, and the Owner will not consider any claims for additional compensation made by the Contractor because of payment by the Contractor of any wage rate in excess of those specified in this Contract.

30.9 Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the project under this Contract shall be decided by the Owner.

30.10 The Contractor shall post at appropriate conspicuous points on the site of the Project a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

30.11 The Contractor agrees that, in case of underpayment of wages to any worker under this Contract by the Contractor or subcontractors, the Owner may withhold from the Contractor out of payment due, an amount sufficient to pay such worker the difference between the wages required to be paid under this contract and the wages actually paid such worker for the total number of hours worked and that the Owner may disburse such amount so withheld by it for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amounts to be withheld pursuant to this paragraph may be in addition to the percentages to be retained by the Owner pursuant to other provisions of this Contract.

## **31. REPORTS, RECORDS AND DATA**

31.1 The Contractor and each of the contractors subcontractors shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this Contract.

31.2 The Contractor and each subcontractor shall prepare payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Owner. Each such payroll shall show, among other things, the total number of persons and of that number the total number of minority persons, on the payroll at skilled, semi-skilled and unskilled classifications employed by the Contractor or the subcontractor (as the case may be) upon the work covered by their Contract, the amount of each payroll and total man-hours worked for each such indicated grouping. The Contractor shall submit weekly to the Owner two certified copies of all payrolls of the Contractor and of the subcontractor. The certification with respect to each such payroll shall affirm that the payroll is correct and complete, that the wage rates contained therein for laborers and mechanics

are not less than those applicable to such laborers and mechanics pursuant to this Contract, and that the classifications set forth for each laborer or mechanic conform with the work performed. The payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the Work shall be maintained during the course of the Work and preserved for a period of three years thereafter. Such payroll records shall contain the name and addresses for each such employee, the correct classification, rate of pay, daily or weekly number of hours worked, deductions made and actual wages paid. The Contractor and each subcontractor shall make all employment records with respect to persons employed by the work covered by this Contract available for inspection by the Owner. The Owner shall be permitted to interview employees of the Contractor or any subcontractor during working hours on the job without claims of delay by the Contractor or subcontractor to the Owner.

## **32. CHANGES IN THE WORK**

**32.1** All changes in the work, including any increase, decrease, or other equitable adjustment in the Contract Sum or in the time for performing the Contract, shall be authorized in the form of one, or a combination of, the following written instruments: Change Order, Construction Change Directive, or a Minor Change in the Work. The term "equitable adjustment" as used in this paragraph shall include all adjustments to the Contract Sum or time to which the Contractor or the Owner is entitled pursuant to M.G.L. c.30 §§39N and 39O and such equitable adjustment shall be made in accordance with the provisions of this Article.

**32.1.1** A Minor Change is a written order binding on the Contractor issued by the Engineer, with the concurrence of the Owner, not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. The Contractor shall carry out such written orders promptly.

**32.1.2** A Change Order is a written instrument prepared by the Engineer and signed by the Owner, Contractor, and Engineer, stating their agreement regarding a change in the work, including a change in the Contract Sum or Contract Time, without invalidating the Contract.

**32.1.3** A Construction Change Directive is a written order prepared by the Engineer and signed by the Owner, and Engineer, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum, or Contract Time, or both. The Owner may, by Construction Change Directive, and without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted by Change Order, accordingly.

**32.2** A Change Order shall be based upon agreement among the Owner, Contractor, and Engineer; a Construction Change Directive requires agreement by the Owner and the Engineer and may or may not be agreed to by the Contractor; an order for a Minor Change in the Work may be issued by the Engineer with the concurrence of the Owner.

**32.3** Change Orders and Construction Change Directives must be counter-signed by the Owner in order to be effective. When Change Orders and/or Construction Change Directives increase the cost of the Work, no obligation shall be incurred without a duly executed Purchase Order, issued and approved, in the amount of such increase.

32.4 Upon request of the Owner or the Engineer, the Contractor shall, without cost to the Owner, submit to the Engineer and the Owner, in such form as the Engineer may require, a "Change Proposal" including a full description of the character and scope of work involved in any proposed extra Work or change in the Work, an accurate written estimate of the cost of such proposed change including all elements of pricing in appropriate detail, and an explanation of the impact of the proposed change on the construction schedule. The cost estimate shall indicate the quantity and unit cost of each item of material or other product and the number of hours of Work and hourly rate for each class of labor, as well as the description and amounts of all other costs chargeable under the terms of this article. If required by the Engineer or the Owner, in order to establish the exact cost of new Work added or of previously required Work deleted, the Contractor shall obtain and furnish to the Engineer bona fide proposals (on letterhead) from Subcontractors, Sub-subcontractors or recognized suppliers for furnishing labor and materials included in such Work, including the same supporting information. The Contractor shall promptly revise and resubmit such cost estimate if the Engineer or the Owner determines that it is not in compliance with the requirements of this article, or that it contains errors of fact or mathematical errors. The Contractor shall state in the Change Proposal any extension of the Contract Time that the Contractor believes is necessary if the change or extra Work is ordered or that the Contractor believes it is entitled to for any other reason. If the Contractor claims an extension of the Contract Time, the Contractor shall provide in the Change Proposal a full explanation of the need for a time extension with supporting documentation, including a schedule impact analysis (sometimes referred to as a time impact analysis) in form acceptable to the Owner and the Engineer indicating the activities affected and overall impact on the schedule of the proposed change.

32.5 Change Proposals shall be furnished promptly so as to occasion no delay in the Work, and shall be furnished at the Contractor's expense. By submitting a Change Proposal, the Contractor shall be deemed to certify in writing that the Change Proposal includes all Work affected by the change, that the cost estimate indicated in the Change Proposal includes all direct, supplemental, indirect, consequential, serial and cumulative costs and delays, as applicable, and that those costs and delays would be necessarily incurred if the change or extra Work is ordered, despite the Contractor's commercially reasonable and diligent efforts to mitigate them. The Contractor shall cooperate fully with the Owner and the Engineer to provide sufficient substantiation and explanation of costs and schedule impacts to allow the Owner and the Engineer to reasonably evaluate the Change Proposal.

32.6 If the Contractor believes that a change has occurred by reason of any Work performed or materials furnished or by reason of any direction or interpretation by the Owner or the Engineer or by reason of any other event, circumstance or occurrence, the Contractor shall submit to the Owner a notice of claim or Contractor Change Notice and shall thereafter request that a Change Order be issued by submitting to the Owner a "Contractor Change Request" within ten (10) days of discovery of the need for the change reflected in the Contractor Change Requests. A Contractor Change Request shall be expressly identified as such and shall contain, at a minimum, the information and certifications required to be included in a Change Proposal. Without limitation, a Contractor Change Request must detail the character and scope of the Work involved and provide clear and detailed justification that a change has occurred or that the Contractor is otherwise entitled to an adjustment in the Contract Sum or the Contract Time, and shall include the applicable Contract Document references supporting the Contractor's claim and the efforts taken and to be taken by the Contractor to prevent or minimize costs or schedule extension. All Contractor Change

Requests submitted by the Contractor shall provide sufficient detail for the Owner to understand the basis for the adjustment in compensation or schedule extension requested. The Contractor shall furnish, within five (5) days after request from the Owner or the Engineer, such further information and details including but not limited to books of account, records and other documents of the Contractor or its Subcontractors or Sub-subcontractors as may be required by the Owner or the Engineer to determine the facts or issues involved in the Contractor Change Request. The Contractor's failure to deliver such information shall be sufficient cause for rejecting any Contractor Change Request. If the Owner fails to notify the Contractor as to the Owner's determination with respect to a Contractor Change Request within thirty (30) days after receipt by the Owner of a full and complete Contractor Change Request as provided herein, such failure shall be deemed to constitute a determination by the Owner that no change has occurred, and such deemed determination shall be effective as of the last day of such thirty-day period. If the Owner rejects (or is deemed to have rejected) a Contractor Change Request in whole or in part and the Contractor disputes such rejection, such dispute shall be resolved as provided in Article 35. Failure of the Contractor to comply strictly with the notice requirements and time periods set forth in Article 34 and this Article 32 shall be conclusively deemed to constitute a waiver by the Contractor of any Claim or any other right to an adjustment in the Contract Sum or the Contract Time with respect to any Work or any other occurrence, event or circumstance which is the subject of a Contractor Change Request, Change Proposal or other Claim of the Contractor.

32.7 This contract shall not be deemed to have been made until the auditor or accountant or other officer of the Owner having similar duties has certified thereon that an appropriation in the amount of this contract is available therefore and that an officer or agent of the Owner has been authorized to execute said contract and approve all requisitions and change orders. No order to the Contractor for a change in or addition to the Work, whether in the form of a drawing, plan, detail or any other written instruction, unless it is an order which the Contractor is willing to perform without any increase in the contract price, shall be deemed to be given until the auditor or accountant, or other officer of the Owner having similar duties, has certified thereon that an appropriation in the amount of such order is available therefore; but such certificate shall not be construed as an admission by the Owner of its liability to pay for such Work.

32.8 The Contractor shall perform all work as directed by the Engineer and Owner, and if the Engineer and Owner determines that certain work for which the Contractor has requested a change order does not represent a change in the Work under the Contract, or if the Contractor, the Engineer, and the Owner cannot agree to the amount of compensation for a change order, the Contractor shall perform said work under protest and must follow the notice requirements and maintain the records required by Claims in the Contract Documents.

### **33. STATUTORY CHANGE ORDER PROVISIONS**

33.1 IN addition to the foregoing, Contract may seek an equitable adjustment pursuant to Massachusetts General Laws Chapter 30, §39N, reproduced below, where applicable.

***"Chapter 30: Section 39N. Construction contracts; equitable adjustment in contract price for differing subsurface or latent physical conditions***

*Section 39N. Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:*

*If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly."*

#### **34. TIMELY DECISION BY OWNER OR ENGINEER**

34.1 Whenever this Contract requires the Owner or its Engineer to make a decision during construction of the Project, on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, that decision shall be made promptly and, in any event, no later than thirty days after receipt of a written submission for such decision by the Contractor; but if such decision requires extended investigation and study, the Owner or the Engineer shall within thirty days after the receipt of the submission, give the Contractor written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

34.2 The Contractor shall notify the owner in writing of a "Timely Decision" request that has not received response as required prior to the expiration of twenty-eight days of the written request.

#### **35. CLAIMS AND DISPUTES**

35.1 A Claim is a demand by one of the parties seeking adjustment or interpretation of Contract terms or contract documents, payment of money, or extension of time. Claims also include other disputes between the Owner and Contractor or the Contractor and the Engineer arising out of the Contract. Claims must be initiated by written notice to the Owner. The responsibility to substantiate a claim shall rest with the Contractor.

35.2 The Contractor shall notify the Owner within seven (7) days after occurrence of the event giving rise to any claim. The Contractor shall fully document and detail the factual and contractual basis of the Claim in writing to the Owner within thirty (30) days of the initial seven (7) day

notification of claim. The Contractor shall have the burden of demonstrating the effect of the claim and shall furnish the Owner with such documentation and information as the Owner may reasonably require.

35.3 When a claim is resolved by a Change Order signed by the Owner and the Contractor, the Change Order shall represent the entire compensation, including without limitation all direct, indirect, consequential, and other costs, mark-ups, and damages and all extensions of time, owed to the Contractor for the events or circumstances giving rise to the claim.

35.4 Pending resolution of a claim or dispute, the Contractor must proceed with the disputed Work, as directed by the Engineer or the Owner. The Contractor must give written notice to the Owner and the Engineer stating that the Contractor is proceeding with the disputed work under protest. Accurate records of the nature and extent of the disputed Work and of the time spent, labor, materials, and equipment used on the disputed Work shall be maintained by the superintendent and verified daily by the Owner or Engineer. Failure of the Contractor to maintain such records shall cause the Contractor to forfeit its claim to additional compensation for such disputed work.

35.5 Pending final resolution of Claims, unless agreed in writing by the Owner, the Contractor shall proceed diligently with the performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

35.6 The Owner will not be obligated under Claims to grant an extension of time unless the contractor can demonstrate that the critical path has been negatively affected.

35.7 The Owner shall resolve all Claims in the manner it deems appropriate and shall provide the Contractor with a written description of such resolution within thirty (30) days of receipt of the Claim. If the Owner cannot resolve the Claim within thirty (30) days, the Owner shall send a written notice to the Contractor. If the Owner fails to resolve a Claim within the thirty (30) days of receipt, or any extended period, or by final payment, the Claim shall be deemed to be denied by the Owner.

35.8 The Contractor, as a precondition to commencing litigation shall have fully complied with the requirements that its claim has been denied or deemed denied and that the Contractor has complied with all other applicable provisions of the Contract Documents, including those provisions that are applicable to the Work that is the subject of the Claim.

35.9 Notwithstanding any contrary provision of this contract, no decision by the Owner or by the Engineer on a dispute, whether of fact or of law, arising under said contract shall be final or conclusive if such decision is made in bad faith, fraudulently, capriciously, or arbitrarily, is unsupported by substantial evidence, or is based upon error of law.

## **36. SCHEDULE OF VALUES**

36.1 Before the first Application for Payment, the Contractor shall submit to the Engineer a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Engineer or Owner may require. The Schedule of Values shall be approved by the Owner. This schedule, unless objected to by the Engineer or

Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract.

36.2 The schedule of values shall contain a separate item for each Section of the Specifications broken down in such form as the Engineer may require.

## **37. APPLICATIONS FOR PAYMENT**

37.1 Retainage – The Contractor agrees that the Owner may retain from all of the payments due, including final payment, under this contract, five percent (5%) of the amount thereof, and may expend the same, in the manner hereinafter provided, in making such repairs or replacements of said work as the Owner may deem expedient.

37.2 At least (30) days prior to the date established for progress payments, the Contractor shall submit to the Engineer an itemized Application for Payment for the Work completed consistent with the Contract Documents and the Schedule of Values including lien waivers from the Contractor and all subcontractors and suppliers and all other supporting documentation that the Owner may reasonably require. The Engineer's certification of said application shall signify that the Work has progressed to the point indicated and that, to the best of the Engineer's knowledge and information, the quality of the Work is in accordance with the Contract Documents. The Engineer's certification is subject to an evaluation of the Work for conformance with the Contract Documents prior to Substantial Completion, and subsequent results of tests and inspections, to correction of minor deviations from the Contract Documents and to specific qualifications expressed by the Engineer. The certification of the Application for Payment shall not eliminate the Contractor's requirements for the Work to comply with the Contract Documents at any time.

37.3 Such Application for Payment shall be notarized by the Contractor. Applications for payment shall not include requests for payments that the Contractor does not intend to pay to a Subcontractor or material supplier based on a dispute or any other reason. The Contractor shall certify that all previous certificates for payment have been previously issued and payments received from Owner, to the best of the Contractor's knowledge, are free of liens, claims, security interests, or encumbrances in the favor of the Contractor, subcontractors, material suppliers, or other persons or entities making a claim by having provided labor, materials, equipment relating to the Work. The Owner may request certification from subcontractors or a waiver of liens to this effect.

## **38. CERTIFICATES FOR PAYMENT**

38.1 The Engineer shall mark the date of receipt on the Contractor's Application for Payment. The Engineer shall, within seven days after receipt of the Contractor's Application for Payment:

1. issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Engineer determines are properly due according to the terms of the Contract Documents;
2. return the application to the Contractor if it is not in proper form or containing computations not arithmetically correct;

3. make changes to the application; or
4. reject in whole or in part the application and notify the Contractor and Owner in writing of the Engineer's reasons for withholding certification in whole or in part. Such reasons may include, without limitation:
  - i. The quality of a portion, or all, of the Contractor's work not being in accordance with the Contract Documents;
  - ii. The quantity of the Contractor's work not being as represented in the Application for Payment;
  - iii. The Contractor's rate of progress being such that, in the opinion of the Owner, Substantial or Final Completion, or both may be delayed or that the Work cannot be completed for the unpaid balance of the Contract Sum;
  - iv. The Contractor's failure to use Contract funds, previously paid the Contractor by the Owner, to pay Contractor's Project-related obligations, including, but not limited to, subcontractors, laborers and material and equipment suppliers;
  - v. Claims made, or likely to be made, against the Owner or its property;
  - vi. Loss or damage cause by the Contractor;
  - vii. Any lien or attachment not discharged as required under Section 38.4; or
  - viii. Contractor's failure or refusal to perform any of its obligations under the Contract Documents.

38.2 The Owner may make changes in any Application for Payment submitted by the Contractor and the payment due on said Application for Payment shall be computed in accordance with those changes. The Owner may require the Contractor to resubmit the Application for Payment with the Engineer and the Owners corrections reflected. Such resubmitted Application for Payment shall be clearly marked a resubmittal and dated.

38.3 No certificate for payment nor any progress payment shall constitute acceptance of Work not in accordance with the Contract Documents.

38.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner upon the first to occur of (a) incorporation into the Work and (b) no later than the time of payment on such Application. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall , to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in

favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. If a lien is filed or claimed against the Work by any Subcontractor, laborer, or supplier, the Contractor shall immediately, at its expense, bond such lien in accordance with Massachusetts General Laws, or otherwise cause such lien to be discharged in a manner acceptable to the Owner and its lender; provided, however, that the Contractor shall not be obligated to bond or discharge any such lien to the extent such lien is the result of the Owner's failure to make payment for the Work in accordance with the Contract. If the Contractor shall fail to do so, the Owner may, at its option and at the Contractor's expense, bond such lien or otherwise cause it to be discharged, and deduct all amounts so paid from the Contract Sum or from the next succeeding Application(s) for Payment until the total amount of same is recouped by the Owner.

38.5 No portion of the Contract Sum will be obligated for payment of costs incurred with respect to any action of the project after the Owner has requested that the Contractor furnish data concerning such action prior to proceeding further, unless and until the Contractor is thereafter advised in writing by the Owner that there is no objection to so proceeding.

38.6 The Contractor agrees to refund to the Owner, payment which the Owner determines were not properly due to the Contractor under the terms of the Contract Documents.

## **39. PAYMENT FOR STORED MATERIALS**

39.1 The Contractor shall include in such Application for Payment only such materials as are incorporated in the Work. Except however, the Contractor may, with prior written authorization of the Owner, include the value of materials or equipment delivered at the site of the Work, or at some location agreed to in writing by the Owner and Engineer and that shall be suitably stored and within 25 miles of the Project and accessible for inspection and testing as determined to be necessary by the Engineer and Owner, upon delivery to the Owner of:

1. a Transfer of Title in a form acceptable to the Owner; and
2. a receipt of payment by the Contractor for stored materials and equipment charges for storage, insurance or encumbrances, and transportation costs to the Project, and
3. a received invoices or other acceptable proof of prior payment by the Contractor for such materials or equipment; and
4. a stored materials insurance binder that covers the materials for which payment is requested, that names the Owner as an insured party should the stored materials be subjected to any vandalism, casualty, loss, or theft prior to their inclusion in the Work.
5. Written confirmation by the Engineer to the Owner that this material(s) or equipment, in the judgment of the Engineer meets the requirements of the Contract Documents, is ready for prompt use; and is properly stored by the Contractor and adequately protected until incorporated into the Work.

## **40. PROGRESS PAYMENTS**

40.1 After the Engineer has issued a Certificate for Payment, the Owner shall make payments to the Contractor in accordance with M.G.L.c.30 39K provided below.

### **40.1.1 “Chapter 30: Section 39K. Public building construction contracts; payments**

*Section 39K. Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph:— Within fifteen days (30 days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.*

*The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.*

*All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.*

*A certificate of the Engineer to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.*

*Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 per cent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such termination shall be without prejudice to any other rights or remedies the awarding authority may have under the contract. The awarding authority shall note any such termination in the evaluation form to be filed by the awarding authority pursuant to the provisions of section 44D of chapter 149."*

## **41. SUB-CONTRACTOR PROGRESS PAYMENTS**

41.1 The Contractor shall make payments to Subcontractors in accordance with M.G.L.c.30 39F provided below.

### ***41.1.1 “Chapter 30: Section 39F. Construction contracts; assignment and subrogation; subcontractor defined; enforcement of claim for direct payment; deposit, reduction of disputed amounts”***

*Section 39F. (1) Every contract awarded pursuant to sections forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.*

*(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.*

*(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.*

*(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.*

*(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by*

*certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.*

*(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.*

*(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.*

*(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.*

*(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a*

*right in such deductions prior to any claims against such amounts by creditors of the general contractor.*

*(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h).*

*(2) Any assignment by a subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of section twenty-nine of chapter one hundred forty-nine shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the awarding authority or which are on deposit pursuant to subparagraph (f) of paragraph (1) shall be subordinate to the rights of all subcontractors who are entitled to be paid under this section and who have not been paid in full.*

*(3) "Subcontractor" as used in this section (i) for contracts awarded as provided in sections forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall mean a person who files a sub-bid and receives a subcontract as a result of that filed sub-bid or who is approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, (ii) for contracts awarded as provided in paragraph (a) of section thirty-nine M of chapter thirty shall mean a person approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, and (iii) for contracts with the commonwealth not awarded as provided in forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall also mean a person contracting with the general contractor to supply materials used or employed in a public works project for a price in excess of five thousand dollars.*

*(4) A general contractor or a subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the awarding authority and the general contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. Sections fifty-nine and fifty-nine B of chapter two hundred thirty-one shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to sections fifty-nine and fifty-nine B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any subcontractor with the petition*

*of one or more subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a subcontractor filing a demand for direct payment for which no funds due the general contractor are available for direct payment shall have a right to file a petition in court of equity against the awarding authority claiming a demand for direct payment is premature and such subcontractor must file the petition before the awarding authority has made a direct payment to the subcontractor and has made a deposit of the disputed portion as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1).*

*(5) In any petition to collect any claim for which a subcontractor has filed a demand for direct payment the court shall, upon motion of the general contractor, reduce by the amount of any deposit of a disputed amount by the awarding authority as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1) any amount held under a trustee writ or pursuant to a restraining order or injunction.”*

## **42. WARRANTY**

42.1 The Contractor warrants to the Owner and Engineer that all of the materials and equipment furnished under the Contract will be of good quality and new unless otherwise required by the Contract Documents, that all of the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Unless otherwise provided, all special guarantees and warranties referred to in the Contract Documents shall commence as of the date of Substantial Completion of the Work, except that warranties on any items or systems completed after Substantial Completion shall commence when such items or systems have been completed. All such guarantees and warranties shall extend for the period of time provided therein. Copies of all such warranties shall be submitted to the Owner prior to final payment. The failure to deliver a required guarantee or warranty shall constitute a failure to fully complete the Work in accordance with the Contract Documents. Delivery by the Contractor shall constitute the Contractor's guarantee to the Owner that the warranties will be performed in accordance with their terms and conditions. All Subcontractors' and manufacturers' warranties required under the Contract Documents shall be deemed to be assigned to the Owner pursuant to this Contract whether or not such warranties are physically delivered to the Owner as required.

42.2 The warranties in this Section shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

42.3 The Contractor shall be responsible for determining that all materials furnished for the Work meet the requirements of the Contract Documents. The Engineer may require the Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which the Engineer requests that would lead to a reasonable certainty that the material used, or proposed to be used, for the Work meets the Contract Documents requirements. All such data shall be furnished at the Contractor's expense.

42.4 Any additional cost, or any loss or damage arising from the substitution of any material or any method for Work originally specified shall be paid by the Contractor, unless such substitution was made at the written request or direction of the Owner or Engineer.

42.5 No additional charge shall be made by the Contractor for attending meetings at the site to diagnose problems or to instruct the Owner's personnel in the proper operation or maintenance of the Work, or for making initial or seasonal adjustments (not including normal maintenance) of mechanical systems or other Work during the applicable warranty period. The Contractor shall provide such service promptly upon request from the Owner. In case of emergency, service shall be provided as necessary to avoid loss or damage or to maintain normal use of the premises.

### **43. GENERAL GUARANTY**

43.1 If at any time during the period of one (1) year from the date of Substantial Completion part of the Work, or any material or equipment that is part of the Work, shall, in the reasonable determination of the Engineer or Owner, require replacing or repairing due to the fact that it is broken, defective, or otherwise does not conform to the Contract Documents, the Owner will notify the Contractor to make the required repairs or replacement.

43.2 If the Contractor shall neglect to commence such repairs or replacement to the satisfaction of the Owner within ten (10) days from the date of in hand personal delivery or mailing such notice, then the Owner may employ other persons to make the same.

43.3 The Contractor agrees, upon demand, to pay to the Owner all amounts, which the Owner expends for such repairs or replacements.

43.4 During this one-year guarantee period any corrective work shall be performed in accordance with the applicable terms of this Contract. For items of work completed after use and occupancy has been taken, the one year guarantee shall commence at the time the Owner accepts such items.

43.5 The one year guarantee shall not limit any express guaranty or warranty provided elsewhere in the Contract Documents, nor does it limit the time which proceedings may be commenced to establish Contractor's liability with respect to the Contractor's obligations of the Contract Documents, nor does it limit the time of the obligations of the Contract Documents of unforeseen conditions or failure to carry out work according to the Contract Documents.

43.6 The Contractor's obligation to correct Work is in addition to, and not in substitution of, such guarantees or warranties as may be required in the various Sections of the Specifications.

#### **44. ENERGY STAR**

44.1 The Contractor shall be responsible for achieving and providing Energy Star Certification prior to Substantial Completion approval.

44.2 The Contractor shall prepare, submit, and pay processing fee for all applications for rebates for Energy Star Components, Energy Star Certifications, or non-Energy Star components that are available as part of the Work or any components of the Work for the project.

44.3 The Contractor shall verify that all Rebate refunds are made payable and delivered to the Owner with the appropriate project reference annotated thereof.

#### **45. SUBSTANTIAL COMPLETION**

45.1 Substantial completion is the stage in the progress of the Work when the Work or a designated portion of the work is sufficiently complete and in accordance with the Contract Documents so that the Owner can occupy or use the Work for its intended purpose with only minor items which have no material effect on the use, function or value of the Work and which can be corrected or completed without any interference with the Owner's use of the Work remaining to be corrected or completed.

45.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Engineer a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents.

45.3 Upon receipt of the Contractor's list of items to be completed or corrected, the Engineer shall promptly make a thorough inspection and prepare a "punch list", setting forth in accurate detail any items on the Contractor's list and additional items that are not acceptable or are incomplete.

45.4 If, after receipt of the Contractor's list, the Engineer determines that the Work is not substantially complete, the Engineer shall inform the Contractor of those items that must be completed before the Engineer will prepare a punch list. Upon completion of those items, the Contractor shall again request the Engineer to prepare the punch list.

45.5 When the punch list has been prepared, the Contractor shall arrange a meeting with the Engineer and Subcontractors to identify and explain all punch list items and address questions on the work which must be done before final acceptance.

45.6 The Engineer may revise the punch list, from time to time, to ensure that all items of the Work are properly completed.

45.7 The Contractor shall complete all the remaining items of the Work, as soon as possible, and in any event within one hundred and twenty days after Substantial Completion, unless the

Engineer determines that a shorter time period for completion is appropriate, in which event the Contractor must complete the Contract work within such period.

45.8 If the Contractor fails to complete the remaining items of Work within the time period provided the Owner may arrange for other contractors to complete such items and the direct and indirect costs of such completion shall be charged against the balance due the Contractor or, if no such balance remains, the Contractor shall pay the Owner the costs of such completion. Alternatively, the Owner may invoke the performance bond of the Contractor and demand that the surety shall complete the remaining items of work in a timely manner.

45.9 The Engineer will conduct up to three (3) inspections of completed punch list items. The Contractor shall be responsible for the costs of additional inspections required to verify successful completion of the punch list.

45.10 Upon verification of submittals and inspection by the Owner and Engineer that the Work or a portion of the Work the contractor has requested has reached Substantial Completion, the Owner shall authorize the Engineer to prepare a Certificate of Substantial Completion establishing the Date and stating the responsibilities of the Owner and the Contractor for utilities, heat, damage, insurance, maintenance, and security. The Contractor and the Owner shall provide written acceptance of the terms of the Certificate.

## **46. PARTIAL OCCUPANCY**

46.1 The Owner may partially occupy or use a portion of the Work that has not reached Substantial Completion. In such an event, the Owner and the Contractor shall prepare a written agreement agreeing on the terms of payments for security, maintenance, heat utilities, damage to the Work, insurance, correction of the Work, and warranties. The Engineer shall inspect and document the area, with the Owner and the Contractor that shall be Partially Occupied prior to the Owner's partial occupancy. Partial Occupancy by the Owner shall not constitute acceptance of any Work not complying with the Contract Documents.

46.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Engineer shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

46.3 Upon receipt of notice of intent to partially occupy, the Contractor shall promptly secure and submit to the Engineer endorsement from all insurance carriers issuing policies covering the Work permitting use and occupancy of the Work, or any designated portion thereof, by the Owner prior to Substantial Completion of the entire Project.

## **47. FINAL PAYMENT**

47.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer will promptly make such inspection and, when the Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer will promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's on-site visits and inspections, the Work has been completed in

accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Engineer's final Certificate for Payment will constitute a further representation that conditions listed in Section 47.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

47.2 Prior to and as a condition precedent to final payment, all of the following matters shall have been resolved and documents and items shall have been received and approved in writing by the Owner: (1) final documents of similar nature to those required by the Contract Documents in connection with any Application for Payment hereunder; (2) proof of the satisfactory completion of all required inspections and issuance of all final permits, approvals, sign-offs, certificates, affidavits, and authorizations for use and occupancy of the Project required by any authority having jurisdiction, including an unconditional and full permanent certificate of occupancy, (3) formally prepared "as built" Record Drawings, Specifications, records and related data, all in accordance with the requirements of the Contract Documents, (4) all operating and maintenance manuals and parts lists required by the Contract Documents, (5) all guarantees and warranties to which the Owner is entitled hereunder, (6) satisfactory proof that all claims arising out of the Work and any liens arising out of the same that have been filed or recorded have been released or bonded, (7) acknowledgement of prior payments and final waivers of lien from the Contractor and all Subcontractors and suppliers, (8) the Engineer's certificate certifying that the Work is complete and complies with the Contract Documents, (9) if applicable, a satisfactory report by the Contractor that is approved by the Engineer that all mechanical systems have been approved and are properly balanced, (10) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible have been paid or otherwise satisfied, (11) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (12) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (13) consent of surety, if required, to final payment, and (14) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to indemnify the Owner against any claim, including any lien that a Subcontractor may assert against the Owner.

47.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

47.4 The making of final payment shall constitute a waiver of claims by the Owner except those arising from:

1. liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
2. failure of the Work to comply with the requirements of the Contract Documents;
3. terms of warranties required by the Contract Documents; or
4. faulty or defective work appearing after Final Payment.

47.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

47.6 The Owner may withhold from payment on the final Application for Payment any amount to which it would have been entitled to withhold payment on any other Application for Payment pursuant to Section 38.

## **48. RECORD KEEPING**

48.1 The Contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor.

48.2 Until the expiration of six years after final payment, the Inspector General, the Owner, and the Department shall have the right to examine any books, documents, papers or records of the Contractor and Subcontractors that directly pertain to, and involve transactions relating to the Contractor and Subcontractors.

48.3 The Contractor shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Owner including the date of the change and reasons therefor, and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes.

## **49. TERMINATION**

49.1 The Owner shall, in addition to any other rights or remedies it may have under this Contract or pursuant to any applicable law, have the right to terminate the employment of the Contractor if the Contractor:

1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and subcontractors;

3. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of the Owner or any other public authority;
4. is guilty of substantial breach of a provision of the Contract Documents;
5. sublets or assigns all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Owner, except as provided in the Contract;
6. the Engineer and/or the Owner has determined that the rate of progress required on the project is not being met, and that Substantial Completion of the Work shall not occur consistent with the Contract Documents; or
7. the Contractor has violated the Contract Documents by providing sub-standard workmanship in the opinion of the Engineer and/or the Owner.

49.2 If the right of the Contractor to proceed is so terminated, the Owner may, without prejudice to any other rights or remedies of the Owner, and after giving the Contractor and the Contractor's surety, five (5) business days' written notice, terminate the Contract and the employment of the Contractor and may, subject to any prior rights of the surety, take any one or more of the following actions:

1. take possession of and utilize in completing the Work such materials, appliances, supplies, plant and equipment as may be on the site of the Work, and necessary therefore. The Owner shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the Project site after the Owner has no further use for them;
2. exclude the Contractor from the site of the Work;
3. accept assignment of subcontracts in accordance with Section 9.3 of this Contract;
4. finish the Work by whatever reasonable method the Owner may deem expedient through the Owner's forces or the hiring of other contractors; or
5. require the surety or sureties to complete the Contract.

49.3 Upon termination of the Contract by the Owner, no further payments shall be due the Contractor until the Work is completed. If the unpaid balance of the Contract Sum shall exceed the cost of completing the Work, including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the Work shall exceed the unpaid balance, the Contractor or the Contractor's sureties shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner at the Contractor's request. This obligation for payment shall survive termination of the Contract.

49.4 All expenses charged under termination shall be deducted and paid by the Owner out of any monies then due or to become due the Contractor under this Contract; and in such accounting

the Owner shall not be held to obtain the lowest figures, by competitive bid or otherwise, for the completion of the Work or any part thereof.

49.5 Expenses incurred in termination shall also include, but not be limited to, costs for engineering extra services, additional Clerk of the Work services, and Owner's representative services required, in the opinion of the Owner, to successfully inspect and administer the construction contract through final completion.

49.6 In addition to the termination rights provided in Sections 49.1-75.5 above, the Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

1. cease operations as directed by the Owner in the notice;
2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment in an amount equal to direct, out-of-pocket costs incurred by the Contractor (including costs incurred in the cancellation of subcontracts). The Contractor shall include in all subcontracts provisions allowing for the termination of such subcontracts for convenience without penalty or unearned profit.

## **50. PROTECTION OF LIVES AND HEALTH**

50.1 The Contractor shall comply with all applicable laws both the Commonwealth of Massachusetts and Federal laws, ordinances, rules, regulations, and lawful orders of public authorities regarding safety of persons or property or protection from damage, injury or loss, and provide all safety training, and verification of license requirements for all Subcontractors and employees of the Contractor. The Contractor shall bear the cost of all loss and shall reimburse the Owner for all costs incurred regarding any loss.

50.2 In order to protect the lives and health of employees under the Contract, the Contractor and Subcontractors shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc. and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of the work and for any damage which may result from their failure or their improper construction, maintenance, or operation.

50.3 The Contractor shall designate the Superintendent, or a member of the Contractor's organization to prevent accidents, and provide written notice to the Owner of the person so designated as the Safety Officer.

50.4 The Contractor shall provide and submit to the Owner, Certification under pains and penalties of perjury that the Contractor is able to furnish labor in harmony with all other elements of labor employed in the Work and that all employees employed on the work site have successfully completed at least ten (10) hours of United States Occupational Safety and Health Administration (OSHA) approved training.

50.5 The Owner shall have the authority to clean up or correct any situation which presents a hazard or unsafe condition or affects the Owner's use of the facility, without any notice requirements to the Contractor. The cost of the Owner's correction of any unsafe condition caused by an act or omission of the Contractor or Subcontractor shall be deducted from the Contract Sum and withheld from any payments otherwise due to the Contractor, at the sole election of the Owner.

## **51. QUALIFICATIONS FOR EMPLOYMENT**

51.1 No persons under the age of sixteen years shall be employed on the project under this Contract. No persons whose age or physical condition is such as to make that persons employment dangerous to their health or safety or to the health or safety of others shall be employed on the project under this Contract; provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. No person currently serving sentence in a Penal or Correctional Institution and no inmate of an Institution for mental defectives shall be employed in the project under this Contract.

## **52. MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS**

52.1 The Contractor shall incorporate or cause to be incorporated, in all of its agreements, contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

52.2 No member, officer or employee of the Owner, or its designees or agents, no member of the governing body of the locality in which the project is situated, and no other public officials, member, officer or employee of the Town of Winchester, or its designees or agents, no members of the governing body of such locality or localities who exercises any functions or responsibilities with respect to the project during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement, contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Contract.

## **53. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS**

53.1 The Contract shall be governed by the law of the Commonwealth of Massachusetts without respect to its choice of law rules.

53.2 The Contractor's Work hereunder shall be subject to all applicable Federal, State, and local laws, codes, and regulations, and order of court or administrative agencies. The Contractor shall

comply, and shall require any subcontractor to comply, with the below cited Local, State, and Federal Laws, and shall incorporate these laws in any written agreement between the Contractor and a subcontractor. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, whether expressly stated or not.

53.3 If the Contractor is a foreign corporation, it shall comply with M.G.L. c. 156D, and M.G.L. c.30, §39L.

53.4 During the performance of his contract, the Contractor and all of (his) Subcontractors (hereinafter collectively referred to as the Contractor), for himself, his assignees, and successors in interest, agree as follows:

1. In connection with the performance of Work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age, sex, sexual orientation, genetic information, ancestry, handicap, or any other basis prohibited by law. The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment advertising; recruitment kickoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship.
2. The Contractor, in the performance of all Work after award will not discriminate on grounds of race, color, religious creed, national origin, age, sex, sexual orientation, genetic information, ancestry or handicap, or any other basis prohibited by law, in employment practices, in the selection or retention of Subcontractors, or in the procurement of materials and rentals of equipment.

#### **54. CONTRACTOR'S ACCOUNTING METHODS REQUIREMENTS**

54.1 The words defined herein shall have the meaning stated below whenever they appear in this Article 54:

1. “Contractor” means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a Contract as defined in Subsection 54.1.2.
2. “Contract” means any contract awarded or executed pursuant to M.G.L. c.7, §38A1/2 - 380, inclusive, and any contract awarded or executed pursuant to M.G.L. c. 25A, §11C, M.G.L. c. 30, §39M, or M.G.L. c.149, §44A-44H, inclusive, which is for an amount or estimated amount that exceeds the dollar amount set forth in M.G.L. c.30, §39R.
3. “Records” means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.

4. “Independent Certified Public Accountant” means a person duly registered in good standing and entitled to practice as a certified public account under the laws of the place of his residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant’s independence shall not be confined to the relationships existing in connection with the filing of reports with the Owner.
5. “Audit,” when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a CERTIFIED opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.
6. “Accountant’s Report,” when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which he has made and sets forth his opinion regarding the financial statements taken as a whole with a listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed the reason therefore shall be stated. An accountant’s report shall include as a part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the Contractor.
7. “Management,” when used herein, means the chief executive officers, partners, principals, or other person or persons primarily responsible for the financial and operational policies and practices of the Contractor.
8. Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

54.2 The Contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor.

54.3 Until the expiration of six years after final payment, the Owner, office of Inspector General, and the Deputy Commissioner of the Division of Capital Asset Management and Maintenance shall have the right to examine any books, documents, papers or records of the Contractor or of his Subcontractors that directly pertain to, and involve transactions relating to, the Contractor or his/her Subcontractors.

54.4 If the agreement is a contract as defined herein, the Contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the Owner, including in his description the date of the change and reasons

therefore, and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes.

54.5 If the agreement is a contract as defined herein, the Contractor has filed a statement of management on internal accounting controls as set forth in Section 54.7 below prior to the execution of the contract.

54.6 If the agreement is a contract as defined herein, the Contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in Section 54.9 below.

54.7 Every Contractor awarded a contract shall file with the Owner a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:

1. transactions are executed in accordance with management's general and specific authorization;
2. transactions are recorded as necessary:
  - i. to permit preparation of financial statements in conformity with generally accepted accounting principles, and
  - ii. to maintain accountability for assets;
3. access to assets is permitted only in accordance with management's general or specific authorization; and
4. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

54.8 Every Contractor awarded a contract shall also file with the Owner a statement prepared and signed by an independent certified public accountant, stating that he has examined the statement of management on internal accounting controls, and expressing an opinion as to

1. whether the representations of management in response to this Section and Section 54.3 above are consistent with the result of management's evaluation of the system of internal accounting controls; and
2. whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

54.9 The Contractor shall annually file with the Division of Capital Asset Management and Maintenance during the term of the Contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant and provide a copy of said

statement to the Owner. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report.

IN WITNESS THEREOF, the Contractor and the Owner have affixed their signatures on the dates written below.

**APPROVED BY THE TOWN OF WINCHESTER:**

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Date: \_\_\_\_\_

Lisa Wong, Town Manager

**APPROVED AS TO APPROPRIATION:**

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Date: \_\_\_\_\_

Stacie Ward, Comptroller

SIGNED:

[Contractor]

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[Name]  
[Title]

Date: \_\_\_\_\_

## **WAGE RATE AND COMPLIANCE FORMS**



**THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS**

CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lt. Governor

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

ROSLIN ACOSTA  
Secretary  
MICHAEL FLANAGAN  
Director

**Awarding Authority:** Town of Winchester

**Contract Number:**

**CITY/TOWN: WINCHESTER**

**Description of Work:** Roadway Intersection improvements at Waterfield Road and Church Street, Paving, curbing, drainage and grading, planting, loam and seed.

**Job Location:** Waterfield Road and Church Street, Winchester, MA

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Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Construction</b>						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2021	\$37.05	\$13.41	\$14.82	\$0.00	\$65.28
	12/01/2021	\$37.05	\$13.41	\$16.01	\$0.00	\$66.47
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2021	\$37.12	\$13.41	\$14.82	\$0.00	\$65.35
	12/01/2021	\$37.12	\$13.41	\$16.01	\$0.00	\$66.54
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2021	\$37.24	\$13.41	\$14.82	\$0.00	\$65.47
	12/01/2021	\$37.24	\$13.41	\$16.01	\$0.00	\$66.66
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2021	\$41.42	\$8.60	\$17.57	\$0.00	\$67.59
	12/01/2021	\$42.43	\$8.60	\$17.57	\$0.00	\$68.60
	06/01/2022	\$43.43	\$8.60	\$17.57	\$0.00	\$69.60
	12/01/2022	\$44.43	\$8.60	\$17.57	\$0.00	\$70.60
	06/01/2023	\$45.43	\$8.60	\$17.57	\$0.00	\$71.60
	12/01/2023	\$46.68	\$8.60	\$17.57	\$0.00	\$72.85
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY &amp; HIGHWAY)</i>	06/01/2021	\$41.42	\$8.60	\$17.57	\$0.00	\$67.59
	12/01/2021	\$42.43	\$8.60	\$17.57	\$0.00	\$68.60
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT &amp; FROST INSULATORS LOCAL 6 (BOSTON)</i>	12/01/2020	\$38.10	\$12.80	\$9.45	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 1</i>	06/01/2021	\$40.92	\$8.60	\$17.57	\$0.00	\$67.09
	12/01/2021	\$41.93	\$8.60	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.93	\$8.60	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.93	\$8.60	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.93	\$8.60	\$17.57	\$0.00	\$71.10
	12/01/2023	\$46.18	\$8.60	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY &amp; HIGHWAY)</i>	06/01/2021	\$40.92	\$8.60	\$17.57	\$0.00	\$67.09
	12/01/2021	\$41.93	\$8.60	\$17.57	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$50.73	\$13.75	\$15.80	\$0.00	\$80.28
	12/01/2021	\$51.88	\$13.75	\$15.80	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$50.73	\$13.75	\$15.80	\$0.00	\$80.28
	12/01/2021	\$51.88	\$13.75	\$15.80	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 1</i>	06/01/2021	\$40.92	\$8.60	\$17.57	\$0.00	\$67.09
	12/01/2021	\$41.93	\$8.60	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.93	\$8.60	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.93	\$8.60	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.93	\$8.60	\$17.57	\$0.00	\$71.10
	12/01/2023	\$46.18	\$8.60	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 1</i>	06/01/2021	\$41.42	\$8.60	\$17.57	\$0.00	\$67.59
	12/01/2021	\$42.43	\$8.60	\$17.57	\$0.00	\$68.60
	06/01/2022	\$43.43	\$8.60	\$17.57	\$0.00	\$69.60
	12/01/2022	\$44.43	\$8.60	\$17.57	\$0.00	\$70.60
	06/01/2023	\$45.43	\$8.60	\$17.57	\$0.00	\$71.60
	12/01/2023	\$46.68	\$8.60	\$17.57	\$0.00	\$72.85
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY &amp; HIGHWAY)</i>	06/01/2021	\$41.42	\$8.60	\$17.57	\$0.00	\$67.59
	12/01/2021	\$42.43	\$8.60	\$17.57	\$0.00	\$68.60
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

**Apprentice - BOILERMAKER - Local 29**

**Effective Date -** 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
2	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
3	70	\$32.27	\$7.07	\$12.59	\$0.00	\$51.93
4	75	\$34.58	\$7.07	\$13.49	\$0.00	\$55.14
5	80	\$36.88	\$7.07	\$14.38	\$0.00	\$58.33
6	85	\$39.19	\$7.07	\$15.29	\$0.00	\$61.55
7	90	\$41.49	\$7.07	\$16.18	\$0.00	\$64.74
8	95	\$43.80	\$7.07	\$17.09	\$0.00	\$67.96

**Notes:**

**Apprentice to Journeyworker Ratio:1:4**

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (WALTHAM)</i>	08/01/2021	\$57.15	\$11.39	\$22.25	\$0.00	\$90.79
	02/01/2022	\$57.74	\$11.39	\$22.25	\$0.00	\$91.38

Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Waltham**

**Effective Date - 08/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.58	\$11.39	\$22.25	\$0.00	\$62.22
2	60	\$34.29	\$11.39	\$22.25	\$0.00	\$67.93
3	70	\$40.01	\$11.39	\$22.25	\$0.00	\$73.65
4	80	\$45.72	\$11.39	\$22.25	\$0.00	\$79.36
5	90	\$51.44	\$11.39	\$22.25	\$0.00	\$85.08

**Effective Date - 02/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.87	\$11.39	\$22.25	\$0.00	\$62.51
2	60	\$34.64	\$11.39	\$22.25	\$0.00	\$68.28
3	70	\$40.42	\$11.39	\$22.25	\$0.00	\$74.06
4	80	\$46.19	\$11.39	\$22.25	\$0.00	\$79.83
5	90	\$51.97	\$11.39	\$22.25	\$0.00	\$85.61

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$50.19	\$13.75	\$15.80	\$0.00	\$79.74
	12/01/2021	\$51.33	\$13.75	\$15.80	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2021	\$41.82	\$8.60	\$17.72	\$0.00	\$68.14
	12/01/2021	\$42.83	\$8.60	\$17.72	\$0.00	\$69.15
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2021	\$40.67	\$8.60	\$17.72	\$0.00	\$66.99
	12/01/2021	\$41.68	\$8.60	\$17.72	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2021	\$40.67	\$8.60	\$17.72	\$0.00	\$66.99
	12/01/2021	\$41.68	\$8.60	\$17.72	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2021	\$40.92	\$8.60	\$17.57	\$0.00	\$67.09
	12/01/2021	\$41.93	\$8.60	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.93	\$8.60	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.93	\$8.60	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.93	\$8.60	\$17.57	\$0.00	\$71.10
	12/01/2023	\$46.18	\$8.60	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	03/01/2021	\$43.54	\$9.40	\$18.95	\$0.00	\$71.89
	09/01/2021	\$44.19	\$9.40	\$18.95	\$0.00	\$72.54
	03/01/2022	\$44.79	\$9.40	\$18.95	\$0.00	\$73.14
	09/01/2022	\$45.44	\$9.40	\$18.95	\$0.00	\$73.79
	03/01/2023	\$46.04	\$9.40	\$18.95	\$0.00	\$74.39

Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - CARPENTER - Zone 2 Eastern MA**

**Effective Date - 03/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.77	\$9.40	\$1.73	\$0.00	\$32.90
2	60	\$26.12	\$9.40	\$1.73	\$0.00	\$37.25
3	70	\$30.48	\$9.40	\$13.76	\$0.00	\$53.64
4	75	\$32.66	\$9.40	\$13.76	\$0.00	\$55.82
5	80	\$34.83	\$9.40	\$15.49	\$0.00	\$59.72
6	80	\$34.83	\$9.40	\$15.49	\$0.00	\$59.72
7	90	\$39.19	\$9.40	\$17.22	\$0.00	\$65.81
8	90	\$39.19	\$9.40	\$17.22	\$0.00	\$65.81

**Effective Date - 09/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.10	\$9.40	\$1.73	\$0.00	\$33.23
2	60	\$26.51	\$9.40	\$1.73	\$0.00	\$37.64
3	70	\$30.93	\$9.40	\$13.76	\$0.00	\$54.09
4	75	\$33.14	\$9.40	\$13.76	\$0.00	\$56.30
5	80	\$35.35	\$9.40	\$15.49	\$0.00	\$60.24
6	80	\$35.35	\$9.40	\$15.49	\$0.00	\$60.24
7	90	\$39.77	\$9.40	\$17.22	\$0.00	\$66.39
8	90	\$39.77	\$9.40	\$17.22	\$0.00	\$66.39

**Notes:**

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80

Step 1&2 \$30.72/ 3&4 \$36.75/ 5&6 \$55.37/ 7&8 \$61.45

**Apprentice to Journeyworker Ratio:1:5**

CARPENTER WOOD FRAME CARPENTERS-ZONE 3 (Wood Frame)	04/01/2021	\$23.16	\$7.21	\$4.80	\$0.00	\$35.17
	04/01/2022	\$23.66	\$7.21	\$4.80	\$0.00	\$35.67
	04/01/2023	\$24.16	\$7.21	\$4.80	\$0.00	\$36.17

All Aspects of New Wood Frame Work

Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - CARPENTER (Wood Frame) - Zone 3**

**Effective Date - 04/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$13.90	\$7.21	\$0.00	\$0.00	\$21.11
2	60	\$13.90	\$7.21	\$0.00	\$0.00	\$21.11
3	65	\$15.05	\$7.21	\$0.00	\$0.00	\$22.26
4	70	\$16.21	\$7.21	\$0.00	\$0.00	\$23.42
5	75	\$17.37	\$7.21	\$3.80	\$0.00	\$28.38
6	80	\$18.53	\$7.21	\$3.80	\$0.00	\$29.54
7	85	\$19.69	\$7.21	\$3.80	\$0.00	\$30.70
8	90	\$20.84	\$7.21	\$3.80	\$0.00	\$31.85

**Effective Date - 04/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.20	\$7.21	\$0.00	\$0.00	\$21.41
2	60	\$14.20	\$7.21	\$0.00	\$0.00	\$21.41
3	65	\$15.38	\$7.21	\$0.00	\$0.00	\$22.59
4	70	\$16.56	\$7.21	\$0.00	\$0.00	\$23.77
5	75	\$17.75	\$7.21	\$3.80	\$0.00	\$28.76
6	80	\$18.93	\$7.21	\$3.80	\$0.00	\$29.94
7	85	\$20.11	\$7.21	\$3.80	\$0.00	\$31.12
8	90	\$21.29	\$7.21	\$3.80	\$0.00	\$32.30

**Notes:**

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80

Step 1&2 \$17.63/ 3&4 \$19.95/ 5&6 \$27.22/ 7&8 \$29.54

**Apprentice to Journeyworker Ratio:1:5**

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (WALTHAM)	01/01/2020	\$49.07	\$12.75	\$22.41	\$0.62	\$84.85
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**Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Waltham)**

**Effective Date - 01/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.54	\$12.75	\$15.41	\$0.00	\$52.70
2	60	\$29.44	\$12.75	\$17.41	\$0.62	\$60.22
3	65	\$31.90	\$12.75	\$18.41	\$0.62	\$63.68
4	70	\$34.35	\$12.75	\$19.41	\$0.62	\$67.13
5	75	\$36.80	\$12.75	\$20.41	\$0.62	\$70.58
6	80	\$39.26	\$12.75	\$21.41	\$0.62	\$74.04
7	90	\$44.16	\$12.75	\$22.41	\$0.62	\$79.94

**Notes:**

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

**Apprentice to Journeyworker Ratio:1:3**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2021	\$40.92	\$8.60	\$17.57	\$0.00	\$67.09
	12/01/2021	\$41.93	\$8.60	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.93	\$8.60	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.93	\$8.60	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.93	\$8.60	\$17.57	\$0.00	\$71.10
	12/01/2023	\$46.18	\$8.60	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$51.73	\$13.75	\$15.80	\$0.00	\$81.28
	12/01/2021	\$52.88	\$13.75	\$15.80	\$0.00	\$82.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$33.40	\$13.75	\$15.80	\$0.00	\$62.95
	12/01/2021	\$34.19	\$13.75	\$15.80	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2021	\$52.06	\$8.25	\$22.75	\$0.00	\$83.06

**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

**Effective Date - 01/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.03	\$8.25	\$0.00	\$0.00	\$34.28
2	55	\$28.63	\$8.25	\$6.16	\$0.00	\$43.04
3	60	\$31.24	\$8.25	\$6.72	\$0.00	\$46.21
4	65	\$33.84	\$8.25	\$7.28	\$0.00	\$49.37
5	70	\$36.44	\$8.25	\$19.39	\$0.00	\$64.08
6	75	\$39.05	\$8.25	\$19.95	\$0.00	\$67.25
7	80	\$41.65	\$8.25	\$20.51	\$0.00	\$70.41
8	90	\$46.85	\$8.25	\$21.63	\$0.00	\$76.73

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

DEMO: ADZEMAN <i>LABORERS - ZONE 1</i>	06/01/2021	\$40.82	\$8.60	\$17.57	\$0.00	\$66.99
	12/01/2021	\$41.83	\$8.60	\$17.57	\$0.00	\$68.00
	06/01/2022	\$42.83	\$8.60	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.83	\$8.60	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.83	\$8.60	\$17.57	\$0.00	\$71.00
	12/01/2023	\$46.08	\$8.60	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2021	\$41.82	\$8.60	\$17.57	\$0.00	\$67.99
	12/01/2021	\$42.83	\$8.60	\$17.57	\$0.00	\$69.00
	06/01/2022	\$43.83	\$8.60	\$17.57	\$0.00	\$70.00
	12/01/2022	\$44.83	\$8.60	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.83	\$8.60	\$17.57	\$0.00	\$72.00
	12/01/2023	\$47.08	\$8.60	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BURNERS <i>LABORERS - ZONE 1</i>	06/01/2021	\$41.57	\$8.60	\$17.57	\$0.00	\$67.74
	12/01/2021	\$42.58	\$8.60	\$17.57	\$0.00	\$68.75
	06/01/2022	\$43.58	\$8.60	\$17.57	\$0.00	\$69.75
	12/01/2022	\$44.58	\$8.60	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.58	\$8.60	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.83	\$8.60	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 1</i>	06/01/2021	\$41.82	\$8.60	\$17.57	\$0.00	\$67.99
	12/01/2021	\$42.83	\$8.60	\$17.57	\$0.00	\$69.00
	06/01/2022	\$43.83	\$8.60	\$17.57	\$0.00	\$70.00
	12/01/2022	\$44.83	\$8.60	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.83	\$8.60	\$17.57	\$0.00	\$72.00
	12/01/2023	\$47.08	\$8.60	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2021	\$41.57	\$8.60	\$17.57	\$0.00	\$67.74
	12/01/2021	\$42.58	\$8.60	\$17.57	\$0.00	\$68.75
	06/01/2022	\$43.58	\$8.60	\$17.57	\$0.00	\$69.75
	12/01/2022	\$44.58	\$8.60	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.58	\$8.60	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.83	\$8.60	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 1</i>	06/01/2021	\$40.82	\$8.60	\$17.57	\$0.00	\$66.99
	12/01/2021	\$41.83	\$8.60	\$17.57	\$0.00	\$68.00
	06/01/2022	\$42.83	\$8.60	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.83	\$8.60	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.83	\$8.60	\$17.57	\$0.00	\$71.00
	12/01/2023	\$46.08	\$8.60	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$50.19	\$13.75	\$15.80	\$0.00	\$79.74
	12/01/2021	\$51.33	\$13.75	\$15.80	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2021	\$55.41	\$13.00	\$20.01	\$0.00	\$88.42
	09/01/2021	\$56.84	\$13.00	\$20.06	\$0.00	\$89.90
	03/01/2022	\$58.04	\$13.00	\$20.09	\$0.00	\$91.13
	09/01/2022	\$59.48	\$13.00	\$20.13	\$0.00	\$92.61
	03/01/2023	\$60.67	\$13.00	\$20.17	\$0.00	\$93.84

**Apprentice - ELECTRICIAN - Local 103**

**Effective Date -** 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$22.16	\$13.00	\$0.66	\$0.00	\$35.82
2	40	\$22.16	\$13.00	\$0.66	\$0.00	\$35.82
3	45	\$24.93	\$13.00	\$15.13	\$0.00	\$53.06
4	45	\$24.93	\$13.00	\$15.13	\$0.00	\$53.06
5	50	\$27.71	\$13.00	\$15.57	\$0.00	\$56.28
6	55	\$30.48	\$13.00	\$16.01	\$0.00	\$59.49
7	60	\$33.25	\$13.00	\$16.46	\$0.00	\$62.71
8	65	\$36.02	\$13.00	\$16.90	\$0.00	\$65.92
9	70	\$38.79	\$13.00	\$17.34	\$0.00	\$69.13
10	75	\$41.56	\$13.00	\$17.80	\$0.00	\$72.36

**Effective Date -** 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$22.74	\$13.00	\$0.68	\$0.00	\$36.42
2	40	\$22.74	\$13.00	\$0.68	\$0.00	\$36.42
3	45	\$25.58	\$13.00	\$15.15	\$0.00	\$53.73
4	45	\$25.58	\$13.00	\$15.15	\$0.00	\$53.73
5	50	\$28.42	\$13.00	\$15.59	\$0.00	\$57.01
6	55	\$31.26	\$13.00	\$16.04	\$0.00	\$60.30
7	60	\$34.10	\$13.00	\$16.48	\$0.00	\$63.58
8	65	\$36.95	\$13.00	\$16.93	\$0.00	\$66.88
9	70	\$39.79	\$13.00	\$17.37	\$0.00	\$70.16
10	75	\$42.63	\$13.00	\$17.83	\$0.00	\$73.46

**Notes:**

App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80

**Apprentice to Journeyworker Ratio:2:3\*\*\***

ELEVATOR CONSTRUCTOR <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2021	\$63.47	\$15.88	\$19.31	\$0.00	\$98.66
	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86

Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - ELEVATOR CONSTRUCTOR - Local 4**

**Effective Date -** 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.74	\$15.88	\$0.00	\$0.00	\$47.62
2	55	\$34.91	\$15.88	\$19.31	\$0.00	\$70.10
3	65	\$41.26	\$15.88	\$19.31	\$0.00	\$76.45
4	70	\$44.43	\$15.88	\$19.31	\$0.00	\$79.62
5	80	\$50.78	\$15.88	\$19.31	\$0.00	\$85.97

**Effective Date -** 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.81	\$16.03	\$0.00	\$0.00	\$48.84
2	55	\$36.09	\$16.03	\$20.21	\$0.00	\$72.33
3	65	\$42.65	\$16.03	\$20.21	\$0.00	\$78.89
4	70	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
5	80	\$52.50	\$16.03	\$20.21	\$0.00	\$88.74

**Notes:**

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

**Apprentice to Journeyworker Ratio:1:1**

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2021	\$44.43	\$15.88	\$19.31	\$0.00	\$79.62
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
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FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY &amp; HIGHWAY)</i>	06/01/2021	\$40.92	\$8.60	\$17.57	\$0.00	\$67.09
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"	12/01/2021	\$41.93	\$8.60	\$17.57	\$0.00	\$68.10
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FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2021	\$45.88	\$13.50	\$15.70	\$0.00	\$75.08
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	11/01/2021	\$46.88	\$13.50	\$15.70	\$0.00	\$76.08
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	05/01/2022	\$48.03	\$13.50	\$15.70	\$0.00	\$77.23
<hr/>						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2021	\$47.40	\$13.50	\$15.70	\$0.00	\$76.60
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	11/01/2021	\$48.41	\$13.50	\$15.70	\$0.00	\$77.61
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	05/01/2022	\$49.57	\$13.50	\$15.70	\$0.00	\$78.77
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FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2021	\$22.91	\$13.50	\$15.70	\$0.00	\$52.11
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	11/01/2021	\$23.51	\$13.50	\$15.70	\$0.00	\$52.71
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	05/01/2022	\$24.18	\$13.50	\$15.70	\$0.00	\$53.38
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FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2021	\$55.41	\$13.00	\$20.01	\$0.00	\$88.42
For apprentice rates see "Apprentice- ELECTRICIAN"	09/01/2021	\$56.84	\$13.00	\$20.06	\$0.00	\$89.90
For apprentice rates see "Apprentice- ELECTRICIAN"	03/01/2022	\$58.04	\$13.00	\$20.09	\$0.00	\$91.13
For apprentice rates see "Apprentice- ELECTRICIAN"	09/01/2022	\$59.48	\$13.00	\$20.13	\$0.00	\$92.61
For apprentice rates see "Apprentice- ELECTRICIAN"	03/01/2023	\$60.67	\$13.00	\$20.17	\$0.00	\$93.84

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING ELECTRICIANS <i>LOCAL 103</i>	03/01/2021	\$42.11	\$13.00	\$17.88	\$0.00	\$72.99
	09/01/2021	\$43.77	\$13.00	\$18.00	\$0.00	\$74.77
	03/01/2022	\$45.27	\$13.00	\$18.12	\$0.00	\$76.39
	09/01/2022	\$46.99	\$13.00	\$18.24	\$0.00	\$78.23
	03/01/2023	\$48.54	\$13.00	\$18.37	\$0.00	\$79.91
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$41.31	\$13.75	\$15.80	\$0.00	\$70.86
	12/01/2021	\$42.26	\$13.75	\$15.80	\$0.00	\$71.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY &amp; HIGHWAY)</i>	06/01/2021	\$24.50	\$8.60	\$17.57	\$0.00	\$50.67
	12/01/2021	\$24.50	\$8.60	\$17.57	\$0.00	\$50.67
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE I</i>	03/01/2021	\$48.59	\$9.40	\$19.25	\$0.00	\$77.24
	09/01/2021	\$49.39	\$9.40	\$19.25	\$0.00	\$78.04
	03/01/2022	\$50.19	\$9.40	\$19.25	\$0.00	\$78.84

#### Apprentice - FLOORCOVERER - Local 2168 Zone I

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.30	\$9.40	\$1.79	\$0.00	\$35.49
2	55	\$26.72	\$9.40	\$1.79	\$0.00	\$37.91
3	60	\$29.15	\$9.40	\$13.88	\$0.00	\$52.43
4	65	\$31.58	\$9.40	\$13.88	\$0.00	\$54.86
5	70	\$34.01	\$9.40	\$15.67	\$0.00	\$59.08
6	75	\$36.44	\$9.40	\$15.67	\$0.00	\$61.51
7	80	\$38.87	\$9.40	\$17.46	\$0.00	\$65.73
8	85	\$41.30	\$9.40	\$17.46	\$0.00	\$68.16

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.70	\$9.40	\$1.79	\$0.00	\$35.89
2	55	\$27.16	\$9.40	\$1.79	\$0.00	\$38.35
3	60	\$29.63	\$9.40	\$13.88	\$0.00	\$52.91
4	65	\$32.10	\$9.40	\$13.88	\$0.00	\$55.38
5	70	\$34.57	\$9.40	\$15.67	\$0.00	\$59.64
6	75	\$37.04	\$9.40	\$15.67	\$0.00	\$62.11
7	80	\$39.51	\$9.40	\$17.46	\$0.00	\$66.37
8	85	\$41.98	\$9.40	\$17.46	\$0.00	\$68.84

Notes: Steps are 750 hrs.

% After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)

Step 1&2 \$33.03/ 3&4 \$39.64/ 5&6 \$59.08/ 7&8 \$65.73

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$50.73	\$13.75	\$15.80	\$0.00	\$80.28
	12/01/2021	\$51.88	\$13.75	\$15.80	\$0.00	\$81.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$33.40	\$13.75	\$15.80	\$0.00	\$62.95
	12/01/2021	\$34.19	\$13.75	\$15.80	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 2)</i>	01/01/2021	\$41.56	\$8.25	\$22.75	\$0.00	\$72.56

**Apprentice - GLAZIER - Local 35 Zone 2**

**Effective Date -** 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.78	\$8.25	\$0.00	\$0.00	\$29.03
2	55	\$22.86	\$8.25	\$6.16	\$0.00	\$37.27
3	60	\$24.94	\$8.25	\$6.72	\$0.00	\$39.91
4	65	\$27.01	\$8.25	\$7.28	\$0.00	\$42.54
5	70	\$29.09	\$8.25	\$19.39	\$0.00	\$56.73
6	75	\$31.17	\$8.25	\$19.95	\$0.00	\$59.37
7	80	\$33.25	\$8.25	\$20.51	\$0.00	\$62.01
8	90	\$37.40	\$8.25	\$21.63	\$0.00	\$67.28

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$50.73	\$13.75	\$15.80	\$0.00	\$80.28
	12/01/2021	\$51.88	\$13.75	\$15.80	\$0.00	\$81.43

Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - OPERATING ENGINEERS - Local 4**

**Effective Date - 06/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$27.90	\$13.75	\$0.00	\$0.00	\$41.65
2	60	\$30.44	\$13.75	\$15.80	\$0.00	\$59.99
3	65	\$32.97	\$13.75	\$15.80	\$0.00	\$62.52
4	70	\$35.51	\$13.75	\$15.80	\$0.00	\$65.06
5	75	\$38.05	\$13.75	\$15.80	\$0.00	\$67.60
6	80	\$40.58	\$13.75	\$15.80	\$0.00	\$70.13
7	85	\$43.12	\$13.75	\$15.80	\$0.00	\$72.67
8	90	\$45.66	\$13.75	\$15.80	\$0.00	\$75.21

**Effective Date - 12/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$28.53	\$13.75	\$0.00	\$0.00	\$42.28
2	60	\$31.13	\$13.75	\$15.80	\$0.00	\$60.68
3	65	\$33.72	\$13.75	\$15.80	\$0.00	\$63.27
4	70	\$36.32	\$13.75	\$15.80	\$0.00	\$65.87
5	75	\$38.91	\$13.75	\$15.80	\$0.00	\$68.46
6	80	\$41.50	\$13.75	\$15.80	\$0.00	\$71.05
7	85	\$44.10	\$13.75	\$15.80	\$0.00	\$73.65
8	90	\$46.69	\$13.75	\$15.80	\$0.00	\$76.24

**Notes:**

**Apprentice to Journeyworker Ratio:1:6**

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	08/01/2021	\$51.95	\$13.80	\$25.60	\$2.74	\$94.09
	02/01/2022	\$53.70	\$13.80	\$25.60	\$2.79	\$95.89
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	03/01/2021	\$55.41	\$13.00	\$20.01	\$0.00	\$88.42
	09/01/2021	\$56.84	\$13.00	\$20.06	\$0.00	\$89.90
	03/01/2022	\$58.04	\$13.00	\$20.09	\$0.00	\$91.13
	09/01/2022	\$59.48	\$13.00	\$20.13	\$0.00	\$92.61
	03/01/2023	\$60.67	\$13.00	\$20.17	\$0.00	\$93.84
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - A	08/01/2021	\$51.95	\$13.80	\$25.60	\$2.74	\$94.09
	02/01/2022	\$53.70	\$13.80	\$25.60	\$2.79	\$95.89
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) PIPEFITTERS LOCAL 537	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC PIPEFITTERS LOCAL 537	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HYDRAULIC DRILLS <i>LABORERS - ZONE 1</i>	06/01/2021	\$41.42	\$8.60	\$17.57	\$0.00	\$67.59
	12/01/2021	\$42.43	\$8.60	\$17.57	\$0.00	\$68.60
	06/01/2022	\$43.43	\$8.60	\$17.57	\$0.00	\$69.60
	12/01/2022	\$44.43	\$8.60	\$17.57	\$0.00	\$70.60
	06/01/2023	\$45.43	\$8.60	\$17.57	\$0.00	\$71.60
	12/01/2023	\$46.68	\$8.60	\$17.57	\$0.00	\$72.85
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY &amp; HIGHWAY)</i>	06/01/2021	\$41.42	\$8.60	\$17.57	\$0.00	\$67.59
	12/01/2021	\$42.43	\$8.60	\$17.57	\$0.00	\$68.60
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT &amp; FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2020	\$49.00	\$13.80	\$17.14	\$0.00	\$79.94
	09/01/2021	\$51.40	\$13.80	\$17.14	\$0.00	\$82.34
	09/01/2022	\$53.85	\$13.80	\$17.14	\$0.00	\$84.79

**Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston**

**Effective Date - 09/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.50	\$13.80	\$12.42	\$0.00	\$50.72
2	60	\$29.40	\$13.80	\$13.36	\$0.00	\$56.56
3	70	\$34.30	\$13.80	\$14.31	\$0.00	\$62.41
4	80	\$39.20	\$13.80	\$15.25	\$0.00	\$68.25

**Effective Date - 09/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.70	\$13.80	\$12.42	\$0.00	\$51.92
2	60	\$30.84	\$13.80	\$13.36	\$0.00	\$58.00
3	70	\$35.98	\$13.80	\$14.31	\$0.00	\$64.09
4	80	\$41.12	\$13.80	\$15.25	\$0.00	\$70.17

**Notes:**

Steps are 1 year

**Apprentice to Journeyworker Ratio:1:4**

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (BOSTON AREA)</i>	09/16/2020	\$48.66	\$8.10	\$25.10	\$0.00	\$81.86
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Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - IRONWORKER - Local 7 Boston**

**Effective Date - 09/16/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$29.20	\$8.10	\$25.10	\$0.00	\$62.40
2	70	\$34.06	\$8.10	\$25.10	\$0.00	\$67.26
3	75	\$36.50	\$8.10	\$25.10	\$0.00	\$69.70
4	80	\$38.93	\$8.10	\$25.10	\$0.00	\$72.13
5	85	\$41.36	\$8.10	\$25.10	\$0.00	\$74.56
6	90	\$43.79	\$8.10	\$25.10	\$0.00	\$76.99

**Notes:**

\*\* Structural 1:6; Ornamental 1:4

**Apprentice to Journeyworker Ratio:\*\***

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 1	06/01/2021	\$40.92	\$8.60	\$17.57	\$0.00	\$67.09
	12/01/2021	\$41.93	\$8.60	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.93	\$8.60	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.93	\$8.60	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.93	\$8.60	\$17.57	\$0.00	\$71.10
	12/01/2023	\$46.18	\$8.60	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
LABORER LABORERS - ZONE 1	06/01/2021	\$40.67	\$8.60	\$17.57	\$0.00	\$66.84
	12/01/2021	\$41.68	\$8.60	\$17.57	\$0.00	\$67.85
	06/01/2022	\$42.68	\$8.60	\$17.57	\$0.00	\$68.85
	12/01/2022	\$43.68	\$8.60	\$17.57	\$0.00	\$69.85
	06/01/2023	\$44.68	\$8.60	\$17.57	\$0.00	\$70.85
	12/01/2023	\$45.93	\$8.60	\$17.57	\$0.00	\$72.10

Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - LABORER - Zone 1**

**Effective Date - 06/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.40	\$8.60	\$17.57	\$0.00	\$50.57
2	70	\$28.47	\$8.60	\$17.57	\$0.00	\$54.64
3	80	\$32.54	\$8.60	\$17.57	\$0.00	\$58.71
4	90	\$36.60	\$8.60	\$17.57	\$0.00	\$62.77

**Effective Date - 12/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$25.01	\$8.60	\$17.57	\$0.00	\$51.18
2	70	\$29.18	\$8.60	\$17.57	\$0.00	\$55.35
3	80	\$33.34	\$8.60	\$17.57	\$0.00	\$59.51
4	90	\$37.51	\$8.60	\$17.57	\$0.00	\$63.68

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

LABORER (HEAVY & HIGHWAY)	06/01/2021	\$40.67	\$8.60	\$17.57	\$0.00	\$66.84
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/01/2021	\$41.68	\$8.60	\$17.57	\$0.00	\$67.85

**Apprentice - LABORER (Heavy & Highway) - Zone 1**

**Effective Date - 06/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.40	\$8.60	\$17.57	\$0.00	\$50.57
2	70	\$28.47	\$8.60	\$17.57	\$0.00	\$54.64
3	80	\$32.54	\$8.60	\$17.57	\$0.00	\$58.71
4	90	\$36.60	\$8.60	\$17.57	\$0.00	\$62.77

**Effective Date - 12/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$25.01	\$8.60	\$17.57	\$0.00	\$51.18
2	70	\$29.18	\$8.60	\$17.57	\$0.00	\$55.35
3	80	\$33.34	\$8.60	\$17.57	\$0.00	\$59.51
4	90	\$37.51	\$8.60	\$17.57	\$0.00	\$63.68

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
LABORER: CARPENTER TENDER <i>LABORERS - ZONE 1</i>	06/01/2021	\$40.67	\$8.60	\$17.57	\$0.00	\$66.84
	12/01/2021	\$41.68	\$8.60	\$17.57	\$0.00	\$67.85
	06/01/2022	\$42.68	\$8.60	\$17.57	\$0.00	\$68.85
	12/01/2022	\$43.68	\$8.60	\$17.57	\$0.00	\$69.85
	06/01/2023	\$44.68	\$8.60	\$17.57	\$0.00	\$70.85
	12/01/2023	\$45.93	\$8.60	\$17.57	\$0.00	\$72.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 1</i>	06/01/2021	\$40.67	\$8.60	\$17.57	\$0.00	\$66.84
	12/01/2021	\$41.68	\$8.60	\$17.57	\$0.00	\$67.85
	06/01/2022	\$42.68	\$8.60	\$17.57	\$0.00	\$68.85
	12/01/2022	\$43.68	\$8.60	\$17.57	\$0.00	\$69.85
	06/01/2023	\$44.68	\$8.60	\$17.57	\$0.00	\$70.85
	12/01/2023	\$45.93	\$8.60	\$17.57	\$0.00	\$72.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 1</i>	06/01/2021	\$40.82	\$8.60	\$17.57	\$0.00	\$66.99
	12/01/2021	\$41.83	\$8.60	\$17.57	\$0.00	\$68.00
	06/01/2022	\$42.83	\$8.60	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.83	\$8.60	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.83	\$8.60	\$17.57	\$0.00	\$71.00
	12/01/2023	\$46.08	\$8.60	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 1</i>	06/01/2021	\$40.92	\$8.60	\$17.57	\$0.00	\$67.09
	12/01/2021	\$41.93	\$8.60	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.93	\$8.60	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.93	\$8.60	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.93	\$8.60	\$17.57	\$0.00	\$71.10
	06/01/2024	\$46.18	\$8.60	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY &amp; HIGHWAY)</i>	06/01/2021	\$40.92	\$8.60	\$17.57	\$0.00	\$67.09
	12/01/2021	\$41.93	\$8.60	\$17.57	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 1</i>	06/01/2021	\$40.67	\$8.60	\$17.57	\$0.00	\$66.84
	12/01/2021	\$41.68	\$8.60	\$17.57	\$0.00	\$67.85
	06/01/2022	\$42.68	\$8.60	\$17.57	\$0.00	\$68.85
	12/01/2022	\$43.68	\$8.60	\$17.57	\$0.00	\$69.85
	06/01/2023	\$44.68	\$8.60	\$17.57	\$0.00	\$70.85
	12/01/2023	\$45.93	\$8.60	\$17.57	\$0.00	\$72.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 1</i>	06/01/2021	\$40.67	\$8.60	\$17.57	\$0.00	\$66.84
	12/01/2021	\$41.68	\$8.60	\$17.57	\$0.00	\$67.85
	06/01/2022	\$42.68	\$8.60	\$17.57	\$0.00	\$68.85
	12/01/2022	\$43.68	\$8.60	\$17.57	\$0.00	\$69.85
	06/01/2023	\$44.68	\$8.60	\$17.57	\$0.00	\$70.85
	12/01/2023	\$45.93	\$8.60	\$17.57	\$0.00	\$72.10

This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LASER BEAM OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2021	\$40.92	\$8.60	\$17.57	\$0.00	\$67.09
	12/01/2021	\$41.93	\$8.60	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.93	\$8.60	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.93	\$8.60	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.93	\$8.60	\$17.57	\$0.00	\$71.10
	12/01/2023	\$46.18	\$8.60	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY &amp; HIGHWAY)</i>	06/01/2021	\$40.92	\$8.60	\$17.57	\$0.00	\$67.09
	12/01/2021	\$41.93	\$8.60	\$17.57	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE &amp; TILE</i>	08/01/2021	\$43.69	\$11.39	\$20.30	\$0.00	\$75.38
	02/01/2022	\$44.16	\$11.39	\$20.30	\$0.00	\$75.85

**Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile**

**Effective Date - 08/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.85	\$11.39	\$20.30	\$0.00	\$53.54
2	60	\$26.21	\$11.39	\$20.30	\$0.00	\$57.90
3	70	\$30.58	\$11.39	\$20.30	\$0.00	\$62.27
4	80	\$34.95	\$11.39	\$20.30	\$0.00	\$66.64
5	90	\$39.32	\$11.39	\$20.30	\$0.00	\$71.01

**Effective Date - 02/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.08	\$11.39	\$20.30	\$0.00	\$53.77
2	60	\$26.50	\$11.39	\$20.30	\$0.00	\$58.19
3	70	\$30.91	\$11.39	\$20.30	\$0.00	\$62.60
4	80	\$35.33	\$11.39	\$20.30	\$0.00	\$67.02
5	90	\$39.74	\$11.39	\$20.30	\$0.00	\$71.43

**Notes:**

**Apprentice to Journeyworker Ratio:1:3**

MARBLE MASONS,TILELAYERS & TERRAZZO MECH <i>BRICKLAYERS LOCAL 3 - MARBLE &amp; TILE</i>	08/01/2021	\$57.17	\$11.39	\$22.24	\$0.00	\$90.80
	02/01/2022	\$57.74	\$11.39	\$22.24	\$0.00	\$91.37

Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile**

**Effective Date - 08/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.59	\$11.39	\$22.24	\$0.00	\$62.22
2	60	\$34.30	\$11.39	\$22.24	\$0.00	\$67.93
3	70	\$40.02	\$11.39	\$22.24	\$0.00	\$73.65
4	80	\$45.74	\$11.39	\$22.24	\$0.00	\$79.37
5	90	\$51.45	\$11.39	\$22.24	\$0.00	\$85.08

**Effective Date - 02/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.87	\$11.39	\$22.24	\$0.00	\$62.50
2	60	\$34.64	\$11.39	\$22.24	\$0.00	\$68.27
3	70	\$40.42	\$11.39	\$22.24	\$0.00	\$74.05
4	80	\$46.19	\$11.39	\$22.24	\$0.00	\$79.82
5	90	\$51.97	\$11.39	\$22.24	\$0.00	\$85.60

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$50.19	\$13.75	\$15.80	\$0.00	\$79.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2021	\$51.33	\$13.75	\$15.80	\$0.00	\$80.88
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MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$50.19	\$13.75	\$15.80	\$0.00	\$79.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2021	\$51.33	\$13.75	\$15.80	\$0.00	\$80.88
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MILLWRIGHT (Zone 1) <i>MILLWRIGHTS LOCAL 1121 - Zone 1</i>	03/01/2021	\$43.77	\$8.58	\$21.57	\$0.00	\$73.92
	01/03/2022	\$45.52	\$8.58	\$21.57	\$0.00	\$75.67
	01/02/2023	\$47.27	\$8.58	\$21.57	\$0.00	\$77.42

Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - MILLWRIGHT - Local 1121 Zone 1**

**Effective Date -** 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$24.07	\$8.58	\$5.72	\$0.00	\$38.37
2	65	\$28.45	\$8.58	\$17.93	\$0.00	\$54.96
3	75	\$32.83	\$8.58	\$18.98	\$0.00	\$60.39
4	85	\$37.20	\$8.58	\$20.01	\$0.00	\$65.79

**Effective Date -** 01/03/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$25.04	\$8.58	\$5.72	\$0.00	\$39.34
2	65	\$29.59	\$8.58	\$17.93	\$0.00	\$56.10
3	75	\$34.14	\$8.58	\$18.98	\$0.00	\$61.70
4	85	\$38.69	\$8.58	\$20.01	\$0.00	\$67.28

**Notes:** Step 1&2 Appr. indentured after 1/6/2020 receive no pension,  
but do receive annuity. (Step 1 \$5.72, Step 2 \$6.66)  
Steps are 2,000 hours

**Apprentice to Journeyworker Ratio:1:5**

MORTAR MIXER <i>LABORERS - ZONE 1</i>	06/01/2021	\$40.92	\$8.60	\$17.57	\$0.00	\$67.09
	12/01/2021	\$41.93	\$8.60	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.93	\$8.60	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.93	\$8.60	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.93	\$8.60	\$17.57	\$0.00	\$71.10
	12/01/2023	\$46.18	\$8.60	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$23.40	\$13.75	\$15.80	\$0.00	\$52.95
	12/01/2021	\$23.98	\$13.75	\$15.80	\$0.00	\$53.53
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$28.26	\$13.75	\$15.80	\$0.00	\$57.81
	12/01/2021	\$28.94	\$13.75	\$15.80	\$0.00	\$58.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$50.19	\$13.75	\$15.80	\$0.00	\$79.74
	12/01/2021	\$51.33	\$13.75	\$15.80	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2021	\$52.06	\$8.25	\$22.75	\$0.00	\$83.06

Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

**Effective Date - 01/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.03	\$8.25	\$0.00	\$0.00	\$34.28
2	55	\$28.63	\$8.25	\$6.16	\$0.00	\$43.04
3	60	\$31.24	\$8.25	\$6.72	\$0.00	\$46.21
4	65	\$33.84	\$8.25	\$7.28	\$0.00	\$49.37
5	70	\$36.44	\$8.25	\$19.39	\$0.00	\$64.08
6	75	\$39.05	\$8.25	\$19.95	\$0.00	\$67.25
7	80	\$41.65	\$8.25	\$20.51	\$0.00	\$70.41
8	90	\$46.85	\$8.25	\$21.63	\$0.00	\$76.73

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2021	\$42.96	\$8.25	\$22.75	\$0.00	\$73.96
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.PAINTERS LOCAL 35 - ZONE 2						

**Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New**

**Effective Date - 01/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.48	\$8.25	\$0.00	\$0.00	\$29.73
2	55	\$23.63	\$8.25	\$6.16	\$0.00	\$38.04
3	60	\$25.78	\$8.25	\$6.72	\$0.00	\$40.75
4	65	\$27.92	\$8.25	\$7.28	\$0.00	\$43.45
5	70	\$30.07	\$8.25	\$19.39	\$0.00	\$57.71
6	75	\$32.22	\$8.25	\$19.95	\$0.00	\$60.42
7	80	\$34.37	\$8.25	\$20.51	\$0.00	\$63.13
8	90	\$38.66	\$8.25	\$21.63	\$0.00	\$68.54

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER (SPRAY OR SANDBLAST, REPAINT) PAINTERS LOCAL 35 - ZONE 2	01/01/2021	\$41.02	\$8.25	\$22.75	\$0.00	\$72.02
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Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint**

**Effective Date -** 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.51	\$8.25	\$0.00	\$0.00	\$28.76
2	55	\$22.56	\$8.25	\$6.16	\$0.00	\$36.97
3	60	\$24.61	\$8.25	\$6.72	\$0.00	\$39.58
4	65	\$26.66	\$8.25	\$7.28	\$0.00	\$42.19
5	70	\$28.71	\$8.25	\$19.39	\$0.00	\$56.35
6	75	\$30.77	\$8.25	\$19.95	\$0.00	\$58.97
7	80	\$32.82	\$8.25	\$20.51	\$0.00	\$61.58
8	90	\$36.92	\$8.25	\$21.63	\$0.00	\$66.80

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER / TAPER (BRUSH, NEW) *	01/01/2021	\$41.56	\$8.25	\$22.75	\$0.00	\$72.56
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\* If 30% or more of surfaces to be painted are new construction,  
NEW paint rate shall be used.PAINTERS LOCAL 35 - ZONE 2

**Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW**

**Effective Date -** 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.78	\$8.25	\$0.00	\$0.00	\$29.03
2	55	\$22.86	\$8.25	\$6.16	\$0.00	\$37.27
3	60	\$24.94	\$8.25	\$6.72	\$0.00	\$39.91
4	65	\$27.01	\$8.25	\$7.28	\$0.00	\$42.54
5	70	\$29.09	\$8.25	\$19.39	\$0.00	\$56.73
6	75	\$31.17	\$8.25	\$19.95	\$0.00	\$59.37
7	80	\$33.25	\$8.25	\$20.51	\$0.00	\$62.01
8	90	\$37.40	\$8.25	\$21.63	\$0.00	\$67.28

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2021	\$39.62	\$8.25	\$22.75	\$0.00	\$70.62
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PAINTERS LOCAL 35 - ZONE 2

Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT**

**Effective Date - 01/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.81	\$8.25	\$0.00	\$0.00	\$28.06
2	55	\$21.79	\$8.25	\$6.16	\$0.00	\$36.20
3	60	\$23.77	\$8.25	\$6.72	\$0.00	\$38.74
4	65	\$25.75	\$8.25	\$7.28	\$0.00	\$41.28
5	70	\$27.73	\$8.25	\$19.39	\$0.00	\$55.37
6	75	\$29.72	\$8.25	\$19.95	\$0.00	\$57.92
7	80	\$31.70	\$8.25	\$20.51	\$0.00	\$60.46
8	90	\$35.66	\$8.25	\$21.63	\$0.00	\$65.54

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS - ZONE 1 (HEAVY & HIGHWAY)	06/01/2021	\$40.67	\$8.60	\$17.57	\$0.00	\$66.84
	12/01/2021	\$41.68	\$8.60	\$17.57	\$0.00	\$67.85
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	08/01/2021	\$36.88	\$13.41	\$14.82	\$0.00	\$65.11
	12/01/2021	\$36.88	\$13.41	\$16.01	\$0.00	\$66.30
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59

**Apprentice - PILE DRIVER - Local 56 Zone I**

**Effective Date - 08/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.54	\$9.40	\$23.12	\$0.00	\$57.06
2	60	\$29.44	\$9.40	\$23.12	\$0.00	\$61.96
3	70	\$34.35	\$9.40	\$23.12	\$0.00	\$66.87
4	75	\$36.80	\$9.40	\$23.12	\$0.00	\$69.32
5	80	\$39.26	\$9.40	\$23.12	\$0.00	\$71.78
6	80	\$39.26	\$9.40	\$23.12	\$0.00	\$71.78
7	90	\$44.16	\$9.40	\$23.12	\$0.00	\$76.68
8	90	\$44.16	\$9.40	\$23.12	\$0.00	\$76.68

**Notes:**

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80

Step 1&2 \$34.01/ 3&4 \$41.46/ 5&6 \$62.80/ 7&8 \$69.25

**Apprentice to Journeyworker Ratio:1:5**

PIPEFITTER & STEAMFITTER PIPEFITTERS LOCAL 537	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
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Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - PIPEFITTER - Local 537**

**Effective Date - 03/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$23.18	\$11.70	\$8.25	\$0.00	\$43.13
2	45	\$26.07	\$11.70	\$20.24	\$0.00	\$58.01
3	60	\$34.76	\$11.70	\$20.24	\$0.00	\$66.70
4	70	\$40.56	\$11.70	\$20.24	\$0.00	\$72.50
5	80	\$46.35	\$11.70	\$20.24	\$0.00	\$78.29

**Notes:**

\*\* 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.

Refrig/AC Mechanic \*\*1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

**Apprentice to Journeyworker Ratio:\*\***

PIPELAYER LABORERS - ZONE 1	06/01/2021	\$40.92	\$8.60	\$17.57	\$0.00	\$67.09
	12/01/2021	\$41.93	\$8.60	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.93	\$8.60	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.93	\$8.60	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.93	\$8.60	\$17.57	\$0.00	\$71.10
	12/01/2023	\$46.18	\$8.60	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
PIPELAYER (HEAVY & HIGHWAY) LABORERS - ZONE 1 (HEAVY & HIGHWAY)	06/01/2021	\$40.92	\$8.60	\$17.57	\$0.00	\$67.09
	12/01/2021	\$41.93	\$8.60	\$17.57	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
PLUMBERS & GASFITTERS PLUMBERS & GASFITTERS LOCAL 12	03/01/2021	\$60.19	\$13.57	\$17.26	\$0.00	\$91.02

**Apprentice - PLUMBER/GASFITTER - Local 12**

**Effective Date - 03/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.07	\$13.57	\$6.24	\$0.00	\$40.88
2	40	\$24.08	\$13.57	\$7.08	\$0.00	\$44.73
3	55	\$33.10	\$13.57	\$9.63	\$0.00	\$56.30
4	65	\$39.12	\$13.57	\$11.33	\$0.00	\$64.02
5	75	\$45.14	\$13.57	\$13.03	\$0.00	\$71.74

**Notes:**

\*\* 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr

Step4 with lic\$67.89, Step5 with lic\$75.59

**Apprentice to Journeyworker Ratio:\*\***

PNEUMATIC CONTROLS (TEMP.) PIPEFITTERS LOCAL 537	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2021	\$40.92	\$8.60	\$17.57	\$0.00	\$67.09
	12/01/2021	\$41.93	\$8.60	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.93	\$8.60	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.93	\$8.60	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.93	\$8.60	\$17.57	\$0.00	\$71.10
	12/01/2023	\$46.18	\$8.60	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY &amp; HIGHWAY)</i>	06/01/2021	\$40.92	\$8.60	\$17.57	\$0.00	\$67.09
	12/01/2021	\$41.93	\$8.60	\$17.57	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWDERMAN & BLASTER <i>LABORERS - ZONE 1</i>	06/01/2021	\$41.67	\$8.60	\$17.57	\$0.00	\$67.84
	12/01/2021	\$42.68	\$8.60	\$17.57	\$0.00	\$68.85
	06/01/2022	\$43.68	\$8.60	\$17.57	\$0.00	\$69.85
	12/01/2022	\$44.68	\$8.60	\$17.57	\$0.00	\$70.85
	06/01/2023	\$45.68	\$8.60	\$17.57	\$0.00	\$71.85
	12/01/2023	\$46.93	\$8.60	\$17.57	\$0.00	\$73.10
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY &amp; HIGHWAY)</i>	06/01/2021	\$41.67	\$8.60	\$17.57	\$0.00	\$67.84
	12/01/2021	\$42.68	\$8.60	\$17.57	\$0.00	\$68.85
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$50.73	\$13.75	\$15.80	\$0.00	\$80.28
	12/01/2021	\$51.88	\$13.75	\$15.80	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$50.73	\$13.75	\$15.80	\$0.00	\$80.28
	12/01/2021	\$51.88	\$13.75	\$15.80	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$33.40	\$13.75	\$15.80	\$0.00	\$62.95
	12/01/2021	\$34.19	\$13.75	\$15.80	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 42 - J.G. MacLeallan (Wakefield)</i>	05/01/2021	\$27.00	\$7.99	\$7.00	\$0.00	\$41.99
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$50.19	\$13.75	\$15.80	\$0.00	\$79.74
	12/01/2021	\$51.33	\$13.75	\$15.80	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2021	\$40.92	\$8.60	\$17.57	\$0.00	\$67.09
	12/01/2021	\$41.93	\$8.60	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.93	\$8.60	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.93	\$8.60	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.93	\$8.60	\$17.57	\$0.00	\$71.10
	12/01/2023	\$46.18	\$8.60	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$50.19	\$13.75	\$15.80	\$0.00	\$79.74
	12/01/2021	\$51.33	\$13.75	\$15.80	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofers Waterproofng &Roofers Damproofg) <i>ROOFERS LOCAL 33</i>	08/01/2021	\$47.03	\$12.28	\$18.15	\$0.00	\$77.46
	02/01/2022	\$48.46	\$12.28	\$18.15	\$0.00	\$78.89

Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - ROOFER - Local 33**

**Effective Date - 08/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.52	\$12.28	\$4.56	\$0.00	\$40.36
2	60	\$28.22	\$12.28	\$18.15	\$0.00	\$58.65
3	65	\$30.57	\$12.28	\$18.15	\$0.00	\$61.00
4	75	\$35.27	\$12.28	\$18.15	\$0.00	\$65.70
5	85	\$39.98	\$12.28	\$18.15	\$0.00	\$70.41

**Effective Date - 02/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.23	\$12.28	\$4.56	\$0.00	\$41.07
2	60	\$29.08	\$12.28	\$18.15	\$0.00	\$59.51
3	65	\$31.50	\$12.28	\$18.15	\$0.00	\$61.93
4	75	\$36.35	\$12.28	\$18.15	\$0.00	\$66.78
5	85	\$41.19	\$12.28	\$18.15	\$0.00	\$71.62

**Notes:** \*\* 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1

Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.

(Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

**Apprentice to Journeyworker Ratio:\*\***

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33	08/01/2021	\$47.28	\$12.28	\$18.15	\$0.00	\$77.71
	02/01/2022	\$48.71	\$12.28	\$18.15	\$0.00	\$79.14
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17-A	08/01/2021	\$51.95	\$13.80	\$25.60	\$2.74	\$94.09
	02/01/2022	\$53.70	\$13.80	\$25.60	\$2.79	\$95.89

Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - SHEET METAL WORKER - Local 17-A**

**Effective Date - 08/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$21.82	\$13.80	\$6.01	\$0.00	\$41.63
2	42	\$21.82	\$13.80	\$6.01	\$0.00	\$41.63
3	47	\$24.42	\$13.80	\$11.26	\$1.48	\$50.96
4	47	\$24.42	\$13.80	\$11.26	\$1.48	\$50.96
5	52	\$27.01	\$13.80	\$12.23	\$1.59	\$54.63
6	52	\$27.01	\$13.80	\$12.48	\$1.60	\$54.89
7	60	\$31.17	\$13.80	\$13.87	\$1.77	\$60.61
8	65	\$33.77	\$13.80	\$14.84	\$1.87	\$64.28
9	75	\$38.96	\$13.80	\$16.77	\$2.09	\$71.62
10	85	\$44.16	\$13.80	\$18.20	\$2.28	\$78.44

**Effective Date - 02/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$22.55	\$13.80	\$6.01	\$0.00	\$42.36
2	42	\$22.55	\$13.80	\$6.01	\$0.00	\$42.36
3	47	\$25.24	\$13.80	\$11.26	\$1.51	\$51.81
4	47	\$25.24	\$13.80	\$11.26	\$1.51	\$51.81
5	52	\$27.92	\$13.80	\$12.23	\$1.62	\$55.57
6	52	\$27.92	\$13.80	\$12.48	\$1.63	\$55.83
7	60	\$32.22	\$13.80	\$13.87	\$1.80	\$61.69
8	65	\$34.91	\$13.80	\$14.84	\$1.91	\$65.46
9	75	\$40.28	\$13.80	\$16.77	\$2.13	\$72.98
10	85	\$45.65	\$13.80	\$18.20	\$2.33	\$79.98

**Notes:**

Steps are 6 mos.

**Apprentice to Journeyworker Ratio:1:4**

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	08/01/2021	\$37.34	\$13.41	\$14.82	\$0.00	\$65.57
	12/01/2021	\$37.34	\$13.41	\$16.01	\$0.00	\$66.76
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	08/01/2021	\$37.63	\$13.41	\$14.82	\$0.00	\$65.86
	12/01/2021	\$37.63	\$13.41	\$16.01	\$0.00	\$67.05
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1	03/01/2021	\$62.45	\$10.00	\$21.25	\$0.00	\$93.70

Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1**

**Effective Date - 03/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.86	\$10.00	\$11.99	\$0.00	\$43.85
2	40	\$24.98	\$10.00	\$12.70	\$0.00	\$47.68
3	45	\$28.10	\$10.00	\$13.41	\$0.00	\$51.51
4	50	\$31.23	\$10.00	\$14.13	\$0.00	\$55.36
5	55	\$34.35	\$10.00	\$14.84	\$0.00	\$59.19
6	60	\$37.47	\$10.00	\$15.55	\$0.00	\$63.02
7	65	\$40.59	\$10.00	\$16.26	\$0.00	\$66.85
8	70	\$43.72	\$10.00	\$16.98	\$0.00	\$70.70
9	75	\$46.84	\$10.00	\$17.69	\$0.00	\$74.53
10	80	\$49.96	\$10.00	\$18.40	\$0.00	\$78.36

**Notes:** Apprentice entered prior 9/30/10:

40/45/50/55/60/65/70/75/80/85

Steps are 850 hours

**Apprentice to Journeyworker Ratio:1:3**

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$50.19	\$13.75	\$15.80	\$0.00	\$79.74
	12/01/2021	\$51.33	\$13.75	\$15.80	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$50.19	\$13.75	\$15.80	\$0.00	\$79.74
	12/01/2021	\$51.33	\$13.75	\$15.80	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2021	\$42.11	\$13.00	\$17.88	\$0.00	\$72.99
	09/01/2021	\$43.77	\$13.00	\$18.00	\$0.00	\$74.77
	03/01/2022	\$45.27	\$13.00	\$18.12	\$0.00	\$76.39
	09/01/2022	\$46.99	\$13.00	\$18.24	\$0.00	\$78.23
	03/01/2023	\$48.54	\$13.00	\$18.37	\$0.00	\$79.91

Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103**

**Effective Date - 03/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$18.95	\$13.00	\$0.57	\$0.00	\$32.52
2	45	\$18.95	\$13.00	\$0.57	\$0.00	\$32.52
3	50	\$21.06	\$13.00	\$14.51	\$0.00	\$48.57
4	50	\$21.06	\$13.00	\$14.51	\$0.00	\$48.57
5	55	\$23.16	\$13.00	\$14.84	\$0.00	\$51.00
6	60	\$25.27	\$13.00	\$15.18	\$0.00	\$53.45
7	65	\$27.37	\$13.00	\$15.52	\$0.00	\$55.89
8	70	\$29.48	\$13.00	\$15.85	\$0.00	\$58.33
9	75	\$31.58	\$13.00	\$16.20	\$0.00	\$60.78
10	80	\$33.69	\$13.00	\$16.53	\$0.00	\$63.22

**Effective Date - 09/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.70	\$13.00	\$0.59	\$0.00	\$33.29
2	45	\$19.70	\$13.00	\$0.59	\$0.00	\$33.29
3	50	\$21.89	\$13.00	\$14.57	\$0.00	\$49.46
4	50	\$21.89	\$13.00	\$14.57	\$0.00	\$49.46
5	55	\$24.07	\$13.00	\$14.91	\$0.00	\$51.98
6	60	\$26.26	\$13.00	\$15.26	\$0.00	\$54.52
7	65	\$28.45	\$13.00	\$15.59	\$0.00	\$57.04
8	70	\$30.64	\$13.00	\$15.94	\$0.00	\$59.58
9	75	\$32.83	\$13.00	\$16.28	\$0.00	\$62.11
10	80	\$35.02	\$13.00	\$16.63	\$0.00	\$64.65

**Notes:**

**Apprentice to Journeyworker Ratio:1:1**

TERRAZZO FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2021	\$56.09	\$11.39	\$22.25	\$0.00	\$89.73
	02/01/2022	\$56.68	\$11.39	\$22.25	\$0.00	\$90.32

Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile**

**Effective Date - 08/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.05	\$11.39	\$22.25	\$0.00	\$61.69
2	60	\$33.65	\$11.39	\$22.25	\$0.00	\$67.29
3	70	\$39.26	\$11.39	\$22.25	\$0.00	\$72.90
4	80	\$44.87	\$11.39	\$22.25	\$0.00	\$78.51
5	90	\$50.48	\$11.39	\$22.25	\$0.00	\$84.12

**Effective Date - 02/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.34	\$11.39	\$22.25	\$0.00	\$61.98
2	60	\$34.01	\$11.39	\$22.25	\$0.00	\$67.65
3	70	\$39.68	\$11.39	\$22.25	\$0.00	\$73.32
4	80	\$45.34	\$11.39	\$22.25	\$0.00	\$78.98
5	90	\$51.01	\$11.39	\$22.25	\$0.00	\$84.65

**Notes:**

**Apprentice to Journeyworker Ratio:1:3**

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2021	\$42.07	\$8.60	\$17.72	\$0.00	\$68.39
For apprentice rates see "Apprentice- LABORER"	12/01/2021	\$43.08	\$8.60	\$17.72	\$0.00	\$69.40
<hr/>						
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2021	\$40.79	\$8.60	\$17.72	\$0.00	\$67.11
For apprentice rates see "Apprentice- LABORER"	12/01/2021	\$41.80	\$8.60	\$17.72	\$0.00	\$68.12
<hr/>						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2021	\$40.67	\$8.60	\$17.72	\$0.00	\$66.99
For apprentice rates see "Apprentice- LABORER"	12/01/2021	\$41.68	\$8.60	\$17.72	\$0.00	\$68.00
<hr/>						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$50.19	\$13.75	\$15.80	\$0.00	\$79.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2021	\$51.33	\$13.75	\$15.80	\$0.00	\$80.88
<hr/>						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2021	\$37.92	\$13.41	\$14.82	\$0.00	\$66.15
For apprentice rates see "Apprentice- LABORER"	12/01/2021	\$37.92	\$13.41	\$16.01	\$0.00	\$67.34
<hr/>						
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	06/01/2021	\$52.90	\$8.60	\$18.17	\$0.00	\$79.67
For apprentice rates see "Apprentice- LABORER"	12/01/2021	\$53.91	\$8.60	\$18.17	\$0.00	\$80.68
<hr/>						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2021	\$54.90	\$8.60	\$18.17	\$0.00	\$81.67
For apprentice rates see "Apprentice- LABORER"	12/01/2021	\$55.91	\$8.60	\$18.17	\$0.00	\$82.68
<hr/>						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2021	\$44.97	\$8.60	\$18.17	\$0.00	\$71.74
For apprentice rates see "Apprentice- LABORER"	12/01/2021	\$45.98	\$8.60	\$18.17	\$0.00	\$72.75
<hr/>						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2021	\$46.97	\$8.60	\$18.17	\$0.00	\$73.74
For apprentice rates see "Apprentice- LABORER"	12/01/2021	\$47.98	\$8.60	\$18.17	\$0.00	\$74.75

<b>Classification</b>		<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
For apprentice rates see "Apprentice- LABORER"							
<b>VAC-HAUL</b> <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>		08/01/2021	\$37.34	\$13.41	\$14.82	\$0.00	\$65.57
		12/01/2021	\$37.34	\$13.41	\$16.01	\$0.00	\$66.76
<b>WAGON DRILL OPERATOR</b> <i>LABORERS - ZONE 1</i>							
		06/01/2021	\$40.92	\$8.60	\$17.57	\$0.00	\$67.09
		12/01/2021	\$41.93	\$8.60	\$17.57	\$0.00	\$68.10
		06/01/2022	\$42.93	\$8.60	\$17.57	\$0.00	\$69.10
		12/01/2022	\$43.93	\$8.60	\$17.57	\$0.00	\$70.10
		06/01/2023	\$44.93	\$8.60	\$17.57	\$0.00	\$71.10
		12/01/2023	\$46.18	\$8.60	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"							
<b>WAGON DRILL OPERATOR (HEAVY &amp; HIGHWAY)</b> <i>LABORERS - ZONE 1 (HEAVY &amp; HIGHWAY)</i>		06/01/2021	\$40.92	\$8.60	\$17.57	\$0.00	\$67.09
		12/01/2021	\$41.93	\$8.60	\$17.57	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
<b>WASTE WATER PUMP OPERATOR</b> <i>OPERATING ENGINEERS LOCAL 4</i>		06/01/2021	\$50.73	\$13.75	\$15.80	\$0.00	\$80.28
		12/01/2021	\$51.88	\$13.75	\$15.80	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
<b>WATER METER INSTALLER</b> <i>PLUMBERS &amp; GASFITTERS LOCAL 12</i>		03/01/2021	\$60.19	\$13.57	\$17.26	\$0.00	\$91.02
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"							
<b>Outside Electrical - East</b>							
<b>CABLE TECHNICIAN (Power Zone)</b> <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>		08/30/2020	\$29.67	\$9.25	\$1.89	\$0.00	\$40.81
For apprentice rates see "Apprentice- LINEMAN"							
<b>CABLEMAN (Underground Ducts &amp; Cables)</b> <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>		08/30/2020	\$42.03	\$9.25	\$10.27	\$0.00	\$61.55
For apprentice rates see "Apprentice- LINEMAN"							
<b>DRIVER / GROUNDMAN CDL</b> <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>		08/30/2020	\$34.62	\$9.25	\$10.07	\$0.00	\$53.94
For apprentice rates see "Apprentice- LINEMAN"							
<b>DRIVER / GROUNDMAN -Inexperienced (&lt;2000 Hrs)</b> <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>		08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"							
<b>EQUIPMENT OPERATOR (Class A CDL)</b> <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>		08/30/2020	\$42.03	\$9.25	\$14.35	\$0.00	\$65.63
For apprentice rates see "Apprentice- LINEMAN"							
<b>EQUIPMENT OPERATOR (Class B CDL)</b> <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>		08/30/2020	\$37.09	\$9.25	\$10.87	\$0.00	\$57.21
For apprentice rates see "Apprentice- LINEMAN"							
<b>GROUNDMAN</b> <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>		08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"							
<b>GROUNDMAN -Inexperienced (&lt;2000 Hrs.)</b> <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>		08/30/2020	\$22.25	\$9.25	\$1.82	\$0.00	\$33.32
For apprentice rates see "Apprentice- LINEMAN"							
<b>JOURNEYMAN LINEMAN</b> <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>		08/30/2020	\$49.45	\$9.25	\$17.48	\$0.00	\$76.18

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - LINEMAN (Outside Electrical) - East Local 104**

**Effective Date - 08/30/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$29.67	\$9.25	\$3.39	\$0.00	\$42.31
2	65	\$32.14	\$9.25	\$3.46	\$0.00	\$44.85
3	70	\$34.62	\$9.25	\$3.54	\$0.00	\$47.41
4	75	\$37.09	\$9.25	\$5.11	\$0.00	\$51.45
5	80	\$39.56	\$9.25	\$5.19	\$0.00	\$54.00
6	85	\$42.03	\$9.25	\$5.26	\$0.00	\$56.54
7	90	\$44.51	\$9.25	\$7.34	\$0.00	\$61.10

**Notes:**

**Apprentice to Journeyworker Ratio:1:2**

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$30.73	\$4.70	\$3.17	\$0.00	\$38.60
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

\*\* Multiple ratios are listed in the comment field.

\*\*\* APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

\*\*\*\* APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

## **TECHNICAL SPECIFICATION**

**ITEM 102.51**

**INDIVIDUAL TREE PROTECTION**

**EACH**

**GENERAL**

The work under this item shall conform to the relevant provisions of Sections 101, 644 and 771 and the following:

The purpose of this item is to prevent damage to branches, stems and root systems of existing individual trees as well as shrubs and other quality vegetation to remain, and to ensure their survival. To the extent possible, to avoid soil compaction within the root zone, construction activities including, but not limited to, vehicle movement, excavation, embankment, staging and storage of materials or equipment shall not occur underneath the canopy (drip line) of trees to remain. Where these activities will occur within 10 feet (3 meters) of the canopy of trees or where directed, the Contractor shall take the appropriate protective measures specified herein.

This item shall be used when construction activities are likely to occur within the canopy of individual trees or where there may be any risk of damage to trees.

The Contractor shall be solely responsible for judging the full extent of the work requirements, including, but not necessarily limited to any equipment and materials necessary for providing tree protection.

Incidental to the cost of this item, the Contractor shall retain the services of a certified arborist, with demonstrated experience in construction protection, who shall make recommendations as to the specific appropriate treatment of trees within or near the work zone.

Prior to any construction activities, the Contractor and Arborist shall walk the site with the Engineer and Town Tree Warden to identify which trees will require protection and to determine approved measures. The Arborist shall make recommendations as to appropriate methods to protect trees. The Engineer will have final decision as to trees and methods.

The Contractor is responsible for the protection of all existing trees and plants within and immediately adjacent to the construction area that are not designated to be removed for the length of the construction period.

**Submittals**

Incidental to this item, the Contractor shall provide to the Engineer one (1) copy American National Standards Institute (ANSI) Standard Z-133.1 and A300 Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance, Part 1: Pruning. These references shall be kept by the Engineer at his office for the length of the Contract.

Prior to start of work, the Contractor shall submit to the Engineer the name, certification number and resume of the Massachusetts Certified Arborist referenced herein. Cost for Certified Arborist for all activities pertaining to this Item shall be incidental to this item.

Submit arborists report documenting site walk and summarizing trees protected (species and

quantities) as well as recommendations for protection.

## MATERIALS

Fencing for individual plants shall be polyethylene fencing or chain link fence (new or used).

Staking for individual tree protection fencing shall be steel posts or 2x4 lumber as directed and approved by the Engineer.

Wood chips shall conform to provisions of Wood Chip Mulch under Materials Section M6.04.3.

Trunk protection shall be 2x4 cladding, at least 8 feet (2.4 meters) in length, clad together with wire. Alternative materials shall be at the approval of the Engineer. Alternative materials shall provide adequate protection from anticipated construction activities and shall not injure or scar trunk. Trunk protection shall include burlap to separate trunk cladding from bark.

Incidental to this item, the Contractor shall provide water for maintaining plants in the construction area that will have exposed root systems for any period during construction.

## CONSTRUCTION METHODS

To the extent possible, to avoid soil compaction within the root zone, construction activities including, but not limited to, vehicle movement, excavation, embankment, staging and storage of materials or equipment shall not occur underneath the canopy (drip line) of trees to remain. Where these activities will occur within 10 feet of the canopy of trees, the Contractor shall provide Individual Tree Protection as specified herein.

To the extent possible, to avoid soil compaction within the root zone, construction activities including, but not limited to, vehicle movement, excavation, embankment, staging and storage of materials or equipment shall not occur underneath the canopy (drip line) of trees to remain. Where these activities will occur within 10 feet (3 meters) of the canopy of trees, the Contractor shall provide Individual Tree Protection as specified herein.

For individual tree protection, the Contractor shall set posts and fencing at the limits of the tree canopy. Where construction activities closer to the trees is unavoidable, the contractor shall tie branches out of the way and place wood chips to a depth of 6 inches (150 mm) on the ground to protect the root systems. The Contractor shall wrap the area of the trunk of the tree with burlap prior to armoring with 2x4 cladding. Cladding for tree trunks shall extend from the base of the tree to at least 8 feet (2.4 meters) from the base.

Where excavation within canopy is unavoidable, the Contractor shall use equipment and methods that shall minimize damage to the tree roots, per recommendations of the Certified Arborist. Such methods may require root pruning prior to, as well as during, any excavation activities.

All fencing, trunk protection, branch protection, and woodchips shall be maintained throughout the duration of the contract. Protective fencing shall be repaired and woodchip mulch replaced as

necessary during the duration of the contract at no additional cost.

#### Cutting and Pruning

Some pruning of roots and branches may be a necessary part of construction. Pruning will be performed on the same side of the tree that roots have been severed.

The Contractor shall retain the services of a Massachusetts State Certified Arborist to perform any cutting of limbs, stem or roots of existing trees. All cuts shall be clean and executed with an approved tool. Under no circumstances shall excavation in the tree protection area be made with mechanical equipment that might damage the existing root systems.

Any tree root area exposed by construction shall be covered and watered immediately. Exposed tree roots shall be protected by dampened burlap at all times until they can be covered with soil.

#### Watering

Water each tree within the construction area where work is in progress twice per week until the surrounding soil of each tree is saturated for the duration of construction activities.

#### Removal of Protection

After all other construction activities are complete, but prior to final seeding, wood chips, fencing, branch protection, and trunk protection materials shall be removed and disposed off site by the Contractor at no additional cost.

#### Tree Damage

The Contractor shall be held responsible for the health and survival of the existing trees in the immediate vicinity of the of the construction area. Damage that, in the Engineer's opinion, can be remedied by corrective measures shall be repaired immediately. Broken limbs shall be pruned according to industry standards. Wounds shall not be painted. Trees or shrubs that are damaged irreparably shall, at the Engineer's discretion, be replaced per the requirements of Division I of these Special Provisions. Cost of replacement trees shall be borne by the Contractor.

#### COMPENSATION

Where the plans show specific, individual trees to remain and where grading or other disturbance is shown within the drip line of these trees or where the Engineer determines that an individual tree must be protected, these trees shall be protected and paid for under Item 102.51 Individual Tree Protection per each tree protected.

#### BASIS OF PAYMENT

Payment under this item shall be scheduled throughout the length of contract: 30 percent of value shall be paid upon installation, 30 percent approximately halfway through the contract, and the remainder to be paid at the end of the contract after completion of construction operations that would disturb plants and after the protection materials have been removed and properly disposed of off-site by the Contractor.

Individual Tree Protection will be paid for at the contract unit price per Each under Item 102.51. This item shall include full compensation for all labor, equipment, materials, and incidentals for the satisfactory completion of the work, including the services of a certified arborist, water and fertilizer, and the subsequent removal and satisfactory disposal of the protective materials upon completion of the contract.

Submittal of arborist's report is incidental to and required for payment of this item.

Cost of wood chips, as required, shall be incidental to this item.

<b><u>ITEM 103.5</u></b>	<b><u>TREE GRATE AND FRAME REMOVED</u></b>	<b><u>EACH</u></b>
<b><u>ITEM 152.7</u></b>	<b><u>PEASTONE</u></b>	<b><u>TON</u></b>

#### **GENERAL**

The work under this item shall conform to the relevant provisions of Sections 112 and the following:

The purpose of this item is to remove completely tree grates, frames and supporting concrete collars and placing of planting soil and pea stone within tree pit area as required. Protection of the tree shall follow Section 102.5. All necessary steps shall be taken to prevent damage to trunk, branches, and root systems of existing individual trees to ensure their survival. the Contractor shall take the appropriate protective measures specified herein.

#### **MATERIALS**

Pea stone consisting of 1/8"-3/8" crushed stone shall be placed on the surface of the tree pit after tree grate has been completely removed.

The level of the pea stone shall be placed to meet the level of the surrounding sidewalk and curb.

Stone must conform to ASTM C-33 for 3/" aggregate and be clean and free of organic and other deleterious materials, color to be grey.

#### **Sieve Analysis (% Passing by weight)**

<u>Sieve Size</u>	<u>Typical Result</u>	<u>Specification</u>
1/2"	100%	100%
3/8"	93.4	85-100
#4	10.8	10-30
#8	1.1	0-10
#16	1.0	0-15

Planting soil shall conform to section 771 of the Massachusetts DOT Highway Division Specifications for Highways and Bridges, latest edition

Planting soil to be placed where necessary to backfill voids remaining due to concrete collar removal to a level equal to the top of the original rootball or start of trunk flare. Soil to be lightly tamped.

### **CONSTRUCTION METHODS**

Each item for demolition includes the removal of the tree grate structure as identified and described under the particular item listed in the Proposal, and the satisfactory disposal of the buildings and all contents therein.

Metal frame and grate to be disassembled, removed and disposed of as per Engineer's direction, including all hardware and connection assemblies.

Concrete collar shall be considered part of the frame and shall be removed as to limit damage to existing tree trunk, branches and root ball and surrounding paving if to be left in place.

Backfill any voids with planting soil as necessary to create a uniform grade at the top of the rootball.

Fill tree pit area with pea stone to level of surrounding finish grade.

### **COMPENSATION**

Tree Grate and Frame removed and discarded will be measured for payment by the each.

Tree Grate and Frame removed and discarded will be paid for at the Contract unit price per each, which price shall include all labor, materials, equipment and incidental costs required to complete the work.

No separate payment will be made for dismantling, loading, transporting and discarding of the tree grate and frame and supports as designated above, the excavation and disposal of the existing foundation and the supplying and placing of compacted gravel backfill where foundations and posts are removed, and the patching of the existing surface, but all costs in connection therewith shall be included in the Contract unit price bid.

### **ITEM 222.3**

### **FRAME AND GRATE (OR COVER)**

### **MUNICIPAL STANDARD**

### **EACH**

#### **GENERAL**

The work under this item shall conform to the relevant provisions of Sections 200 of the Standard Specifications and the following:

All Frame and Grates (or Covers) shall be reviewed and approved by the Town of Winchester Engineering Department prior to ordering and installation.

## METHOD OF MEASUREMENT

Frame and Grate (or Cover) Municipal Standard will be measured by each unit installed in place.

## BASIS OF PAYMENT

Frame and Grate (or Cover) Municipal Standard will be paid for at the unit price per each, which prices shall include all labor, materials, equipment, and incidental costs required to complete the work.

<u>ITEM 450.22</u>	<u>SUPERPAVE SURFACE COURSE – 9.5 (SSC-9.5)</u>	<u>TON</u>
<u>ITEM 451</u>	<u>HMA FOR PATCHING</u>	<u>TON</u>
<u>ITEM 452.</u>	<u>ASPHALT EMULSION FOR TACK COAT</u>	<u>GAL</u>
<u>ITEM 453.</u>	<u>HMA JOINT SEALANT</u>	<u>FOOT</u>

Work under these Items shall conform to the relevant provisions of Document 00717 SUPERPAVE REQUIREMENTS contained herein and the following:

The Equivalent Single Axle Loads (ESALs) for the design travel lane over a 20-year period, is 0.3 to 3.0 Million 18-kip (80-kn) ESALs. The PGAB Grade selected for this Contract is PG 64-28

The emulsion under this specification shall be Grade RS-1h and shall meet the requirements of AASHTO M 140.

All required sawcutting in the existing pavement in accordance with Sections 450 and 455 (Document 00717) will be included in the contract unit price for each HMA pavement course.

Note: The hot mix asphalt (HMA) Walks and Drives with Superpave HMA mixtures shall be paved in accordance with Section 701 of the Standard Specification which shall be the basis for the work and paid for under Item 702 Hot Mix Asphalt Walk Surface and 703 Hot Mix Asphalt Driveways.

<u>ITEM 657.1</u>	<u>TEMPORARY PEDESTRIAN MANAGEMENT</u>	<u>FOOT</u>
	<u>GUIDANCE SYSTEM</u>	

## GENERAL

Work to be done under this item shall consist of installing a system to guide pedestrians around closed sidewalk locations that are on the same side of the roadway.

Elements of the system may include plastic barricade, temporary concrete barrier, temporary concrete barrier with pedestrian rail, temporary curb ramps and associated modifications and appurtenances and signage. The guidance system is to prevent pedestrians from entering the work area, protect pedestrians from vehicles entering a shoulder area temporarily designated for

pedestrian use around the work site, and prevent pedestrians from leaving the temporary path and entering the vehicle lane.

Prior to deploying the Temporary Pedestrian Management Guidance System the contractor shall prepare a sketch plan of the system for the work site showing the barrier system, the width of the path of travel, the locations and types of signs and the locations of temporary pedestrian curb ramps. This will be reviewed and approved by the Engineer prior to its set up. Any material that is damaged during the deployed period and throughout the project shall be replaced at the directions of the Engineer at no additional cost.

Layout must meet the requirements of the ADA and the Massachusetts AAB as well as the rules and regulations for traffic control devices. All material which is used adjacent to traffic must meet the requirements of NCHRP350 or MASH. The guidance system must have a continuous bottom rail or edge no more than two (2) inches above the ground to accommodate cane users, have a smooth and continuous top edge no less than 32 inches above the ground to facilitate

“hand trailing” and not obstruct or project into the pedestrian path of travel. All elements of the pedestrian guidance system should be nearly vertical and generally within the same plane.

Supplemental information, included with this contract, of some elements of a pedestrian management guidance system should be considered as examples of types of elements which may be used to construct, and not as recommended, required, or the only elements which are acceptable. All pieces bought or constructed by the contractor, which meet ADA and AAB requirements are acceptable.

#### METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 657.1, Temporary Pedestrian Management Guidance System, will be measured by the foot of temporary pedestrian route as approved in the sketch plans. The Payment shall be full compensation for providing barriers of various types, signs, temporary curb ramps, associated modifications to the site and all appurtenances. The contractor must provide sufficient barriers of various types requires for each active construction location. Payment will include the cost of first set up, maintenance throughout the construction, and final removal and completion of the work at the site.

<b><u>ITEM 657.11</u></b>	<b><u>TEMPORARY PEDESTRIAN MANAGEMENT GUIDANCE SYSTEM REMOVED AND RESET</u></b>	<b><u>FOOT</u></b>
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**GENERAL**

Work under this item shall consist of removing and resetting the pedestrian guidance system placed at specific work locations as directed by the Engineer.

It is the intent of this item to reuse the placed pedestrian guidance system in other locations along the project. The Contractor shall maintain the integrity of the guidance system throughout the project duration. Special care shall be taken by the Contractor removing and resetting of the guidance system not to damage any piece of the system. The system shall remain in working order throughout the construction. There shall be no compensation made for any damaged section that occurred while performing Item 657.11.

Sketch plans shall be submitted and approved by the Engineer prior to resetting the system at the new locations.

**METHOD OF MEASUREMENT**

Temporary Pedestrian Management Guidance System Removed and Reset shall be measured per foot completely removed and reset determined by the Engineer.

**BASIS OF PAYMENT**

Item 657.11 Temporary Pedestrian Management Guidance System Removed and Reset shall be paid for at the Contract unit price per foot as measured by the Engineer. The price shall include full compensation for removing and resetting the guidance system and placing all materials including work necessary for final completion of the item as specified.

**ITEM 697.1**

**SILT SACK**

**EACH**

Work under this item shall conform to the relevant provisions of Sections 227 and 670 of the Standard Specifications and the following:

The work under this item includes the furnishing, installation, maintenance and removal of a reusable fabric sack to be installed in drainage structures for the protection of wetlands and other resource areas and the prevention of silt and sediment from the construction site from entering the storm water collection system. Devices shall be ACF Environmental (800)-448-3636; Reed & Graham, Inc. Geosynthetics (888)-381-0800; The BMP Store (800)-644-9223; or approved equal. Submit catalog cut for the Engineer's approval prior to installation.

**CONSTRUCTION**

Silt sacks shall be installed in retained existing and proposed catch basins and drop inlets within the project limits and as required by the Resident Engineer.

The silt sack shall be as manufactured to fit the opening of the drainage structure under regular flow conditions, and shall be mounted under the grate. The insert shall be secured from the surface such that the grate can be removed without the insert discharging into the structure. The filter material shall be installed and maintained in accordance with the manufacturer's written literature and as directed by the Engineer.

Silt sacks shall remain in place until the placement of the pavement overlay or top course and the graded areas have become permanently stabilized by vegetative growth. All materials used for the filter fabric will become the property of the Contractor and shall be removed from the site.

The Contractor shall inspect the condition of silt sacks after each rainstorm and during major rain events. Silt sacks shall be cleaned periodically to remove and disposed of accumulated debris as required. Silt sacks, which become damaged during construction operations, shall be repaired or replaced immediately at no additional cost to the Department.

When emptying the silt sack, the contractor shall take all due care to prevent sediment from entering the structure. Any silt or other debris found in the drainage system at the end of construction shall be removed at the Contractors expense. The silt and sediment from the silt sack shall be legally disposed of offsite. Under no condition shall silt and sediment from the insert be deposited on site and used in construction.

All curb openings shall be blocked to prevent stormwater from bypassing the device.

All debris accumulated in silt sacks shall be handled and disposed of as specified in Section 227 of the Standard Specifications.

**COMPENSATION**

Silt sacks will be measured and paid at the Contract unit price per each, complete in place, which price shall include all labor, materials, equipment and incidental costs required to complete the work. No separate payment will be made for removal and disposal of the sediment from the insert, but all costs in connection therewith shall be included in the Contract unit price bid.

<u>ITEM 706.</u>	<u>BRICK WALK PAVEMENT</u>	<u>SQUARE YARD</u>
<u>ITEM 706.1</u>	<u>BRICK WALK REMOVED AND RELAID</u>	<u>SQUARE YARD</u>

### GENERAL

This item of work shall consist of furnishing and setting brick pavement on a bituminous setting bed, neoprene tack coat on a bituminous concrete base course in accordance with these specifications and in close conformity with the lines and grades shown on the plans or established by the Engineer.

### MATERIALS

#### **Mock-up**

Provide a sample paving area of approximately 6' x 6' laid at the site. Location of the mock-up shall be at the direction of the Engineer. Sample shall show all the required patterns, methods of paving, expansion joints, variation of color of pavers, and sand swept joints. Paving samples shall be modified as necessary to meet the Engineer's approval and, once approved, shall be retained as a standard to which all brick paving shall conform.

#### **Qualifications**

Paver Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three (3) years documented experience.

Installer: Company specializing in performing the work of this section with three (3) years documented experience shall submit information on two previously completed projects of similar character to include project name and location.

#### **Brick Pavers:**

All brick used for paving shall conform to the requirements of ASTM C902-87, Class SX, Type 1, Application PX.

Brick Pavers shall be Boston City Hall Brick Pavers manufactured by Stiles and Hart or approved equal to match existing brick walk.

Brick pavers shall be supplied as listed below:

Brick pavers shall be highly resistant to abrasion and shall have an average compression strength of 14,000 p.s.i. or greater. The nominal size shall be 4" x 8" x 2 1/4" inches. Brick pavers shall have a minimum 6% cold water absorption after 24 hours submersion tested in accordance with testing methods described in ASTM C-67 (latest edition).

All brick shall be sound and hard burned. No soft or under burned brick shall be acceptable and if included in the shipment, shall be immediately pulled out and removed from the site. Rejected brick shall be replaced at the Contractor's expense.

Brick pavers damaged in any manner will be rejected and replaced at Contractor's expense.

#### **Samples**

Brick: Submit full size samples of brick in sufficient number to show the extreme range of color shades, surface finish and texture, in any case at least ten (10) bricks.

## Tests

Test report of brick paver shall be submitted. Testing shall be done by an independent testing laboratory. Test procedures shall conform to ASTM C67 methods, where applicable. Test report shall contain the following:

1. Compressive strength (PSI)
2. Absorption, 5 hr. submersion in cold water.
3. Absorption, 24 hr. submersion in cold water.
4. Maximum saturation coefficient
5. Abrasion index
6. Freeze thaw

## Bituminous setting bed and tack coat

Asphalt cement to be used in the bituminous setting bed shall conform to ASTM designation D-3381. The viscosity shall be grade A.C. 10 or A.C. 20.

Fine aggregate to be used in the bituminous setting bed shall be clean, hard sand with durable particles and shall be free from adherent coating, lumps of clay, alkali salts, and organic matter. It shall be uniformly graded from "coarse" to "fine" and all passing the No. 4 sieve, and it shall meet the gradation requirements when tested in accordance with the standard method of test for sieve or screen analysis of fine and coarse aggregates ASTM Designation C-136-81.

Dried fine aggregate shall be combined with hot asphalt cement, and the mix shall be heated to approximately 300 degrees F. at an asphalt plant. The proportion of materials shall be seven (7) % asphalt cement and ninety-three (93) % fine aggregate. Each ton shall be by weight ratio of 145 lbs. asphalt to 1,855 lbs. sand. The Contractor shall determine the exact proportion to produce the best possible mixture for construction of the bituminous setting bed for the details shown.

## Neoprene-modified asphalt adhesive tack coat

1. Mastic (asphalt adhesive) shall conform to the following:  
Solids (base).....75 ± 1%  
Llbs/Gal.....8-8.5 lb  
Solvent.....Mineral Spirits (over 100 degree Flash)
2. Base (2% Neoprene, 10% Asbestos-free Fibers, 88% Asphalt)  
Melting Point----ASTM D-36..200 Degree F min.  
Penetration--77 Degree F 100 gram load, 5 second (.1mm).. 23-27  
Ductility--ASTM D-133-44 @ 25 Degree C 5 cms/per minute125 Cm Min.

## Bituminous concrete base course

Provide bituminous concrete base course as specified in Section 450 - where called for on the Drawings.

Finished grades of basecourse shall be such that the required finished grade of pavement is achieved without exceeding the setting bed tolerances. Surface of basecourse shall not deviate more than 1/4" in ten feet.

Contractor to verify substrate is ready to support pavers and imposed loads.

Contractor to verify gradients and elevations of substrate are correct. If not approved by the Engineer, the Contractor shall remove the area and replace it at his own expense.

Evidence of inadequate base shall be brought to the immediate attention of the Engineer.

Start of the work of this Section shall constitute acceptance of basecourse.

Sand for joints shall be clean, free of organic matter or other debris and shall conform to ASTM C-33

## CONSTRUCTION METHODS

### **Installation of bituminous setting bed over basecourse**

Prior to placing bituminous setting bed on bituminous concrete base, slab shall have been cured a minimum of

Sweep surface clean of loose matter.

Place 3/4" deep control bars directly over the base. The depth control bars must be set carefully to bring the pavers, when laid, to proper grade. Thickness of the finished setting bed shall be no more than 1" or less than 1/2" inch.

The bituminous setting bed shall be rolled with a power roller to a nominal depth of 3/4" while still hot. The thickness shall be adjusted so that when the brick pavers are placed, the top surface of the pavers will be at the required finished grade. However under no circumstances shall the setting bed exceed 1" depth.

A coating of two (2) percent Neoprene-modified asphalt adhesive shall be applied by squeegee or toweling over the top surface of the bituminous setting bed so as to provide a bond under the pavers. If it is towed, the trowel shall be serrated with serrations not to exceed one-sixteenth (1/16) of an inch.

### **Installation of pavers**

After the modified asphalt adhesive is applied, carefully place the pavers by hand in straight courses with hand tight joints and uniform top surface. Good alignment must be kept, and the pattern shall be that shown on the plans and details.

Brick pavers with chips, cracks, stains or other defects which might be visible in the finished work shall be rejected and replaced at the Contractor's expense.

All brick which must be cut shall be cut with a water-cooled, cutoff wheel masonry saw using a diamond blade.

1. Except as required to produce pattern shown on the Contract Drawings, all brick shall be laid out to minimize cutting.

Pavers shall be set true to line and grade and in the pattern shown on the Drawings and details.

There shall be no deviation from true grade greater than one-quarter inch in ten feet. All finished paved areas shall slope to drain at a minimum of 1/8" per foot. All paving shall be checked with a 10' straightedge.

### **Joint treatment**

Hand tight joints shall read from 0" to maximum 1/8".

Sweep sand until joints are completely filled. Fog lightly with water, repeat until all voids are completely filled.

### **Cleaning**

Clean soiled surfaces using cleaning solution. Do not harm pavers, joint materials, or adjacent surfaces. Use only cleaning materials which have been approved by the brick manufacturer.

Use non-metallic tools in cleaning operations.

Rinse surfaces with clean water.

Broom clean paving surfaces. Dispose of excess sand.

## COMPENSATION

### Method of Measurement

Brick Walk Pavement will be measured by the square yard for the work complete in place including the required excavation and materials.

### Basis of Payment

This work will be paid for at the contract unit price per square yard for Brick Walk Pavement, complete in place.

### Payment Items

706. Brick Walk Pavement..... Square Yard

ITEM 707.11                    10' GRANITE BENCH                    EACH

### GENERAL

#### DESCRIPTION

Work under this item consist of furnishing and installing 2 (two), 10' (ten-foot) granite block benches each having 2 (two), 5' (five-foot) sections doweled and grouted together, mortared and anchored to poured-in-place, reinforced concrete foundations.

#### Submittals

Complete shop drawings shall be submitted to Engineer for approval for Granite Seat Blocks and shall indicate finished dimensions, final finishes, drill holes for all surfaces.

Granite to be *Woodbury Grey* or equal, submit granite samples for approval by Engineer.

Provide data on characteristics of granite, expansion joint materials and cleaning solution, demonstrating compliance with the Specifications and manufacturer's recommendations.

Provide manufacturer's standard color chart for selection of expansion joint sealer color.

#### MATERIALS

Materials shall be stored in a dry location, off the ground and in such manner as to prevent damage or intrusion of foreign matter. All materials that have become damaged or otherwise unfit for use during delivery or storage shall be replaced at the expense of the Contractor

All granite pieces shall be handled with care to prevent chipping, breakage, soiling, and other damage and where units must be stored outdoors, they shall be stored on platforms and shall be protected from the weather with tarpaulins or other approved means. Protection shall be maintained until installation.

Do not use pinch or wrecking bars without protecting edges of stone with wood or other rigid materials. Lift with wide-belt type slings or vacuum lifts wherever possible; do not use wire rope or ropes

containing tar or other substances which might cause staining. If required, use wood rollers and provide cushion at end of wood slides.

Do not use frozen materials or materials mixed or coated with ice or frost. Do not use salt to thaw ice in anchor hoes. Do not use calcium chloride in grout. Do not build on frozen work. Remove and replace stonework damaged by frost or freezing.

Stone for seat blocks shall be structural granite, Engineering Grade, hard, durable, grey color from a local source. Granite shall be free from seams that compromise its structural integrity. Granite shall be from a quarry as approved by the engineer. Test samples shall conform to the requirements of ASTM C 615. Granite bollards shall be sized and finished as shown on the Drawings to match existing bollards on site.

Finished blocks shall be 18" (eighteen inches) wide by 18" (eighteen inches) high by 5' (five-feet) long. Top leading edge to be chamfered 1" (ONE- INCH) radius sandblasted

Finish shall be: tops - thermaled; exposed sides and ends - split face; ends at joints and bottom- sawn with anchor bolt holes drilled 2' (two-feet) on center. as shown on drawings.

All granite to be installed under this contract shall be fabricated at the same time from the same parent material by one manufacturer.

All dowels shall be stainless steel conforming to AISI Type 304 and ASTM A193 latest requirements.

Use non-shrink epoxy grout for anchor bolts.

Color of joint sealant shall match color of granite. Submit color sample for Engineer's approval.

Cement Concrete for footings shall conform to Subsection 906 and shall meet the requirements specified in Subsections of Division III, Materials: M4.02.00

Reinforcing bar shall be epoxy coated and meet the requirements specified in subsection M8.01.7

## **CONSTRUCTION METHOD**

The Contractor shall be responsible for timing the delivery of all items so as to minimize on-site storage time prior to installation. All stored materials and items must be protected from weather, careless handling and vandalism.

Contractor shall handle, pack, and ship granite in such a manner as to minimize damage to the finish. Upon arrival at the job site, it is the Contractor's responsibility to take equal precautions. Since some surface damage is inevitable, suitable touch-up material shall be readily available to repair any damage immediately.

Locate and install benches complete in place as shown on the Drawings in accordance with approved Shop Drawings.

Locations shall be staked by the contractor and approved by the Engineer prior to footing installation.

No concrete shall be placed until after the Engineer has approved the depth and dimensions of the excavation, the character of the material and the condition of the foundation. No footing shall be supported partially on rock and partially on soil. The rock shall be excavated as necessary to allow the placement of gravel borrow in accordance with Subsection 140: Excavation for Structures.

The Engineer may direct, in writing, such changes in dimensions or elevations of footings as may be necessary to obtain satisfactory foundations. The Plans will be revised accordingly.

Top of concrete footing shall be 2" (two inches) below finish grade of adjacent brick walk

Benches shall be installed in a level, plumb condition, true to the lines and grades shown on plans. Pour concrete footing and set granite blocks level on  $\frac{3}{4}$ " mortar setting bed anchored with stainless steel dowels.

Bench sections shall be mortared together at sawn ends. rake back mortar joint Mortar joint and Sealants for joints shall be placed following the manufacturer's instructions and recommendations for the particular application.

Apply sealants in continuous beads, without open joints, voids, or air pockets. Confine materials to joint areas with masking tape or other precautions. Remove excess compound promptly as work progresses and clean adjoining surfaces.

Clean soiled surfaces using cleaning solution. Do not harm granite, joint materials, or adjacent surfaces. Use only cleaning materials, which have been approved by Engineer.

- A. Use non-metallic tools in cleaning operations. Rinse surfaces with clean water. Broom clean paving surfaces.

#### METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 707.11, Ten-Foot Granite Bench, will be measured per each bench complete in place. The Payment shall be full compensation for providing all materials and labor including bench pieces, mortar, grout and anchors, footing, hardware, delivery and any incidental costs of installation.

#### ITEM 751.8

#### PLANTING SOIL

#### CUBIC YARD

##### GENERAL

The work under this item shall conform to the relevant provisions of Subsection 771 of the Standard Specifications and the following:

##### METHOD OF MEASUREMENT

Planting Soil will be measured by cubic yard installed in place.

##### BASIS OF PAYMENT

Planting Soil will be paid for at the unit price per cubic yard, which prices shall include all labor, materials, equipment, and incidental costs required to complete the work.

#### ITEM 751.9

#### BIORETENTION SOIL

#### LUMP SUM

##### GENERAL

##### DESCRIPTION

Work under this item consist of installing a bioretention area as shown on the Drawings, including excavation, placement of aggregate subbase materials, mixing and placement of bioretention soil and grading of bioretention cell area.

##### MATERIALS

All material shall meet the requirements specified in the following Subsections of Division III, Materials including but not limited to:

Topsoil	M1.07.0
Processed Gravel	M1.03.1
Organic Soil Additives	M1.06.0

Materials shall be stored in a dry location, off the ground and in such manner as to prevent damage or intrusion of foreign matter. All materials that have become damaged or otherwise unfit for use during delivery or storage shall be replaced at the expense of the Contractor.

**General Composition** - Use a blended material incorporating loamy soil, sand, and compost that is 30-40% compost by volume and meets the criteria in this specification. The loamy soil must be free of deleterious substances of noxious weeds and nuisance plants.

Fertilizer must not be added to bioretention soil.

Bioretention soil mixture shall consist of 40% sand, 20%-30% topsoil, 30%-40% compost. It shall be free of stones, stumps, root or similar materials larger than 2", clay content shall not exceed 5%. The mixture must be well blended to produce a homogeneous mix.

**Topsoil** - Furnish topsoil containing no substance detrimental to the growth of plants and that is free of Noxious Weeds and Nuisance Plants. Unsuitable topsoil, or topsoil placed without approval in areas to be planted, may be required to be replaced at no additional cost to the Town.

Topsoil shall have 1.5%-3% organic content and maximum 500 ppm soluble salts,

Compost shall be well-rotted composed processed from yard waste materials in accordance with the MassDEP guidelines, and shall not contain biosolids.

**Particle Gradation** - A sieve analysis of the blended sand and soil, not including compost, shall be conducted in conformance with ASTM C117/C136, AASHTO T11/T27, ASTM D7928/D1140, or ASTM D6913. The analysis shall include the following sieve sizes: 1 inch, 3/8 inch, #4, #10, #20, #40, #60, #100, #200.

The gradation of the blend shall meet the following gradation criteria.

- a. **Acidity** - The pH of the blended material shall be tested and be between 5.5 to 6.5
- b. **Analysis Requirements for I: Sieve Size Percent Passing the Blended Material**

1 inch	100
# 4	85 -100
# 10	50-100
# 40	20-60
# 100	10-40
# 200	10-20

## **CONSTRUCTION METHOD**

For the construction of bioretention cells, wet weather, in addition to weather days is defined as a precipitation event that may adversely impact green stormwater infrastructure installation work and quality. Generally, such events produce visible runoff from the proposed work surface and the adjacent area. The Engineer will make the determination of wet weather days. If wet weather days impact the critical path, weather delays may be granted. Water must not be allowed to enter the bioretention cell until all civil work is completed and stabilized, as determined by the Engineer.

Bioretention soil must be protected from rainfall, surface runoff, and other sources of added moisture while stored off-site, in transit, and at the Project Site until incorporated into the Work. Do not operate heavy equipment within the cell perimeter once bioretention cell excavation has begun, including during excavation, backfilling, tree pit preparation, mulching, or planting. Do not dump Materials or substances except the bioretention soil and subbase materials within the cell area.

**Bioretention Cell Construction** Do not start bioretention cell grading or placement until all areas of the Project Site draining to the bioretention area have been stabilized and authorization is provided by Engineer. Survey elevations of grading check points as shown on the Drawings. If surveyed elevations vary by more than 0.05 feet from the provided elevations, the Contractor must notify the Engineer. The

Contractor shall be responsible for timing the delivery of all items so as to minimize on-site storage time prior to installation. All stored materials and items must be protected from weather, careless handling and vandalism.

**Excavation** At the locations shown on the Drawings, excavate bioretention cells to the depth necessary to accommodate the placement of bioretention soil and aggregate for subbase material as shown on the Drawings. Excavation within 6 inches of final native soil grade is not permitted if the project site soil is frozen, has standing water, or has been subjected to more than 1/2 inch of precipitation within 48 hours.

Provide the Engineer the opportunity to inspect the excavation at least 1 working day before placement of any materials or subgrade soil scarification. After excavation to subgrade, if any sediment laden runoff has entered the cell before placement of bioretention soil, remove the sediment deposition by over-excavating the cell by a 3-inch minimum and place an additional 3 inches of bioretention soil, at no expense to the Owner.

The Contractor must scarify the surfaces of the subgrade of bioretention cells prior to placement of any materials, by ripping the soil to a depth of 4 inches with excavator teeth or other method approved by the Engineer. The scarification process must result in 90 percent or more of the subgrade surface being loosened

Where shown on the Drawings, place aggregate for subbase gravel in loose lifts and hand rake aggregate to final grade. If applicable, after placement of subbase gravel, if any sediment laden runoff has entered the cell before placement of bioretention soil, remove the sediment deposition by excavating Mineral Aggregate in the cell by a 3-inch minimum and replace it with clean aggregate at no expense to the Owner.

The bioretention soil used in each bioretention cell must be as specified in this Section. Do not place bioretention soil until the following conditions are met: 1. There is no standing water in the excavation. 2. No wet weather conditions exist, as determined by the Engineer. 3. Temporary grading or other barriers are in place to prevent surface runoff into the bioretention cell.

Prior to placement The Contractor must submit the bioretention soil mix, including material test results, to the Engineer for approval before delivering the bioretention soil to the Project Site. Do not place bioretention soil until the Engineer has inspected and approved the material, and confirmed that the delivery tickets show the full delivered amount of bioretention soil, matching the product type, volume, and manufacturer named in the submittals. The Owner may perform quality assurance testing on the delivered bioretention soil. Materials that do not conform to the requirements of the Contract must be removed and replaced. One 2-gallon sample will be gathered by Engineer from the first 100 cubic yards delivered. One additional 2-gallon sample will be gathered from each subsequent 200 cubic yards delivered. The Engineer may arrange to gather additional samples at any interval. Each 2-gallon sample must be a composite of 6 subsamples gathered from all sides around the perimeter of the load. The Engineer may select any load for sampling. Samples must be packaged in sealed plastic bags, labeled with project name, date and time of delivery, source, and delivery ticket number.

If the Engineer determines that visible free water is present in the material, placement and consolidation is not allowed until visible free water is no longer present in the bioretention soil, or the moisture content of the material is tested and shown to be less than 25 percent per ASTM D2974, method

Placing bioretention soil is not allowed if the area receiving bioretention soil is frozen, has standing water, is excessively wet or saturated, or has been subjected to more than 1/2 inch of precipitation within 48 hours before placement, unless approved otherwise by the Engineer.

Place bioretention soil loosely in even lifts no deeper than 9 inches unless otherwise approved by the Engineer, on the subgrade prepared per these Specifications and in conformity with the lines, grades, depth, and typical cross-section shown on the Drawings or as established by the Engineer. Place the soil

in lifts that are half the depth of the total bioretention soil depth. After each lift, rake the surface to a uniform grade and rake again to scarify before placing subsequent lifts or planting.

Final soil depth will be measured and verified only after the soil has been water consolidated. Consolidate the entire surface area of each lift by boot compaction, or using a method approved by Engineer. Final soil depth will be measured and verified only after the soil has been consolidated. Final soil depth must be 1 inch above the specified grade for each 1 foot of mix placed. After consolidation, if the soil is not at final grade, add additional soil to bring it up to final grade and rake

After placement of bioretention soil, notify the Engineer at least 1 Working Day in advance of planned mulching or planting. The Engineer will reject any lot, sub-lot, or representative area that is not as specified in Section 9-14.1(4). No payment will be made for the rejected materials and the Contractor must remove and replace the material at no cost to the Owner.

#### **METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Item 751, Bioretention Soil, shall be determined by measurement in place after compaction to the depth specified on the plans or as directed, and to the volume so ascertained there shall be added 20% to compensate for such loss as may be due to settlement, shrinkage and penetration into the underlying material. The Payment shall be full compensation for providing all materials and labor including delivery and any incidental costs of installation.

### **ITEM 756. NPDES STORMWATER POLLUTION PREVENTION PLAN LUMP SUM**

#### **GENERAL**

This Item addresses the preparation and implementation of a Storm Water Pollution Prevention Plan required by the National Pollutant Discharge Elimination System (NPDES) and applicable Construction General Permit.

Pursuant to the Federal Clean Water Act, construction activities which disturb one acre or more are required to apply to the U.S. Environmental Protection Agency (EPA) for coverage under the NPDES General Permit for Storm Water Discharges From Construction Activities. On February 16, 2012 (77 FR 12286), EPA issued the final NPDES Construction General Permit (CGP) for construction activity. The 2012 CGP replaces the 2008 CGP (which expired on February 15, 2012), and will provide coverage for eligible new and existing construction projects for a period of five years.

The NPDES CGP requires the submission of a Notice of Intent (NOI) to the U.S. EPA prior to the start of construction (defined as any activity which disturbs land, including clearing and grubbing). There is a fourteen (14) day review period commencing from the date on which EPA enters the Notice into their database. The Contractor is advised that, based on the review of the NOI, EPA may require additional information, including but not limited to, the submission of the Storm Water Pollution Prevention Plan for review. Work may not commence on the project until final authorization has been granted by EPA. Any additional time required by EPA for review of submittals will not constitute a basis for claim of delay.

In addition, if the project discharges to an Outstanding Resource Water, vernal pool, or is within a coastal ACEC as identified by the Massachusetts Department of Environmental Protection (DEP), a separate notification to DEP is required. DEP may also require submission of the Storm Water

Pollution Prevention Plan for review and approval. Filing fees associated with the notification to DEP and, if required, the SWPPP filing to DEP shall be paid by the Contractor.

The General Permit also requires the preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the afore-mentioned statutes and regulations. The Plan will include the General Permit conditions and detailed descriptions of controls of erosion and sedimentation to be implemented during construction. It is the responsibility of the Contractor to prepare the SWPPP to meet the requirements of the most recently issued CGP. The Contractor shall submit the Plan to the Engineer for approval at least four weeks prior to any site activities. It is the responsibility of the Contractor to be familiar with the General Permit conditions and the conditions of any state Wetlands Protection Act Order, Water Quality Certification, Corps of Engineers Section 404 Permit and other environmental permits applicable to this project and to include in the Stormwater Pollution Prevention Plan the methods and means necessary to comply with applicable conditions of said permits (reference to Part 9.1.1 of the 2012 CGP).

It is the responsibility of the Contractor to complete the SWPPP in accordance with the EPA Construction General Permit, provide all information required, and obtain any and all certifications as required by the Construction General Permit. Any amendments to the SWPPP required by site conditions, schedule changes, revised work, construction methodologies, and the like are the responsibility of the Contractor. Amendments will require the approval of the Engineer prior to implementation.

Included in the General Permit conditions is the requirement for inspection of all erosion controls and site conditions on a weekly basis as well as after each incidence of rainfall exceeding 0.25 inches in twenty-four hours. For multi-day storms, EPA requires that an inspection must be performed during or after the first day of the event and after the end of the event. The Contractor shall choose a qualified individual who will be on-site during construction to perform these inspections. The Engineer must approve the contractor's inspector. In addition, if the Engineer determines at any time that the inspector's performance is inadequate, the Contractor shall provide an alternate inspector. Written weekly inspection forms, storm event inspection forms, and Monthly Summary Reports must be completed and provided to the Engineer. Monthly Summary Reports must include a summary of construction activities undertaken during the reporting period, general site conditions, erosion control maintenance and corrective actions taken, the anticipated schedule of construction activities for the next reporting period, any SWPPP amendments, and representative photographs.

The Contractor is responsible for preparation of the Plan, all SWPPP certifications, inspections, reports and any and all corrective actions necessary to comply with the provisions of the General Permit. Work associated with performance of inspections is not included under this Item. The Standard Specifications require adequate erosion control for the duration of the Contract. This Item addresses acceptable completion of the SWPPP, any revisions/amendments required during construction, and preparation of monthly reports. In addition, any erosion controls beyond those specified in bid items elsewhere in this contract which are selected by the Contractor to facilitate and/or address the Contractor's schedule, methods and prosecution of the work shall be considered incidental to this item.

The CGP requires the submission of a Notice of Termination (NOT) from all operators when final stabilization has been achieved, as well as removal and proper disposal of all construction materials, waste and waste handling devices, removal of all equipment and construction vehicles, removal of all temporary stormwater controls, etc.. Approval of final stabilization by the Engineer and confirmation of submission of the NOT will be required prior to submission of the Resident Engineer's Final Estimate. The permittee is required to use EPA's electronic NOI system or "eNOI system" to prepare and submit NOT. The electronic NOT form can be found at [www.epa.gov/npdes/stormwater/cgpenoi](http://www.epa.gov/npdes/stormwater/cgpenoi). If you are given approval by the EPA Regional Office to use a paper NOT, you must complete the form in Appendix K of the 2012 CGP.

## **BASIS OF PAYMENT**

Payment for all work detailed above including, but not limited to, SWPPP preparation, required SWPPP amendments (including revisions/addenda pre, during and post- construction), NOI and NOT submissions, certifications, DEP filing fee (if required), inspections, preparation of weekly, monthly, and other required reports, distribution of copies, and all other requirements as described in this special provision are included in the Lump Sum price for this Item. Upon final acceptance of the SWPPP by the Department, a payment equal to 50% of the Contract Lump Sum price shall be paid. The remaining 50% of the Lump Sum shall be paid in 10% increments distributed equally throughout the remaining period of the Contract, not including extensions of time.

<b><u>ITEM 777.467</u></b>	<b><u>TREE: TUPELO (NYSSA SYLVATICA) (B&amp;B) 2-2.5 CAL.</u></b>	<b><u>EACH</u></b>
<b><u>ITEM 794.234</u></b>	<b><u>RHUS AROMATICA "GRO-LOW" (2 GAL CONTAINER)</u></b>	<b><u>EACH</u></b>
<b><u>ITEM 796.423</u></b>	<b><u>DWARF FOUNTAIN GRASS - 'HAMELN' 1 GALLON</u></b>	<b><u>EACH</u></b>
<b><u>ITEM 796.462</u></b>	<b><u>TUFTED HAIR GRASS 'GOLD VEIL' 1 GAL</u></b>	<b><u>EACH</u></b>
<b><u>ITEM 796.718</u></b>	<b><u>BLACK EYED SUSAN "LITTLE GOLDSTAR" 1 GAL</u></b>	<b><u>EACH</u></b>

## **GENERAL**

The work under these items shall conform to the relevant provisions of Subsection 771 of the Standard Specifications and the following:

## **METHOD OF MEASUREMENT**

These items will be measured by each unit installed in place.

## **BASIS OF PAYMENT**

These items will be paid for at the unit price per each, which prices shall include all labor, materials, equipment, and incidental costs required to complete the work.

<b><u>ITEM 822.3</u></b>	<b><u>LIGHT POLE REMOVED AND RESET</u></b>	<b><u>EACH</u></b>
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## **GENERAL**

## **DESCRIPTION**

Work under this item consist of removing and resetting existing light pole and fixture anchored to new, reinforced concrete footing, including all electrical wiring, conduit and hook-up in order to render the light fully functional.

## **MATERIALS**

Existing light pole and fixture including all salvageable fasteners, bolts and base parts shall be removed and stored in a protected area until they are to be reset.

In the course of removal, any damage to the light pole, fixture, base, and all other parts shall be brought to the attention of the Engineer.

Cement Concrete for footings shall conform to Subsection 906 and shall meet the requirements specified in Subsections of Division III, Materials: M4.02.00

Reinforcing bar shall be epoxy coated and meet the requirements specified in subsection M8.01.7

All wiring, conduit, grounding shall conform to the applicable provisions of the National Electric Code, NEMA, NFPA 70 2020 edition and all other applicable State Electrical codes.

## **CONSTRUCTION METHOD**

The Contractor shall be responsible for timing the delivery of all items so as to minimize on-site storage time prior to installation. All stored materials and items must be protected from weather, careless handling and vandalism.

Location of light shall be staked by the contractor and approved by the Engineer prior to footing installation.

No concrete shall be placed until after the Engineer has approved the depth and dimensions of the excavation, the character of the material and the condition of the foundation. No footing shall be supported partially on rock and partially on soil. The rock shall be excavated as necessary to allow the placement of gravel borrow in accordance with Subsection 140: Excavation for Structures.

The Engineer may direct, in writing, such changes in dimensions or elevations of footings as may be necessary to obtain satisfactory foundations. The Plans will be revised accordingly.

Top of concrete footing shall be at least 2" (two inches) below surrounding finish grade so that no part of the footing is visible on the surface of the finish grade.

Street light connectors shall be suitable for a range of conductors.

No wire shall be drawn to any conduit until all work which may cause cable damage is complete

All wire shall be continuous from handhole to handhole without splices in conduits. A splice will be required for each circuit wire at each and every pull box. All wires shall extend 24" above the pull box, connected at end and rolled back into pull box.

All wire terminals, taps and splices shall be made secure with connectors, splicing materials and methods as required.

All splices in pull boxes shall be with solderless or split bolt connectors. The neutral and ground connection in the post top shall be with an insulated pressure connector. The hot line connection in the post top shall be with an approved street light fuse connector.

All incoming and outgoing wires shall be banded with ½ inch color marking tape at two locations 6 inches and 28 inches from the taped splice.

Grounding: Cartridge Fuses, Current Limiting Type (Class R): UL 198E, Class RK 5, time delay type. Associated fuse holders shall be class R only.

Grounding: coatings and rust on conduits and grounding rods shall be removed at the location where ground fittings are to be installed.

Bare copper conductor shall be connected to the continuous insulated bonding lead which shall be identified with green marking tape. Bonding leads on posts shall be insulated #10 AWG, marked green and extended to the nearest pull box and interconnected to the #4 AWG, which is connected to the ground rod.

All grounding shall conform to the applicable provisions of the National Electric Code.

Field Tests: Contractor shall perform the following field test prior to connecting to operating equipment in the presence of the Engineer and results submitted for approval:

1. Test for continuity

- 
- 2. Test for ground
  - 3. Test for insulation resistance
  - 4. Functional tests.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Item **822.3, Light Pole Removed and Reset**, will be measured per each complete in place. The Payment shall be full compensation for providing all materials and labor including storage, protection and resetting of light pole, fixtures and all parts; wires, conduit and other electrical materials necessary for re-installation; labor for wiring, testing anchors, footing, hardware, delivery and any incidental costs of installation.

<b><u>ITEM 864.1</u></b>	<b><u>GREEN FRICTION SURFACE</u></b>	<b><u>SQUARE FOOT</u></b>
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The work shall be in accordance with the Standard Specifications for Highways and Bridges and Section 860 and the following. This work shall consist of furnishing and placing a Green Friction Surface (GFS) for bicycle safety, for bike boxes and approaches, lanes and other areas such as driveway crossings at intersection and as identified in the Contract Drawings.

The GFS shall be comprised of furnishing and installing a green color surface per Manual of Uniform Traffic Control Devices (MUTCD), and as shown on the plans.

The acceptable manufacturers and products and/or an equal manufactured product are as follows:

**DBI Services**

Epoxy binder with recycled & colorized aggregates (Green)

Description: Installer of bicycle lanes using epoxy binder system with green for bicycle lanes or red for transit lane systems.

Contact: Richard Baker ([rbaker@dbiservices.com](mailto:rbaker@dbiservices.com))

(804) 213-0335

100 North Conahan Drive

Hazleton, Pennsylvania 18201

<http://www.dbiservices.com/demarcation-colorized-pavement>

**Traffic Calming USA**

TrafficGrip (Coated Stone – Color Coated Aggregates)

Resin-based binder with color aggregate binding system

Description: TrafficGrip bike lane green stone is applied using epoxy. Our product is warranted for 4 years against UV fading.

Contact: Glyn Owen ([glyn@trafficcalmingusa.com](mailto:glyn@trafficcalmingusa.com))

(770) 550-4044

317 A, NorthPoint Parkway

Acworth, Georgia, 30102

<https://www.trafficcalmingusa.com/trafficgrip-hfs>

**Ennis-Flint**

CycleGrip®<sub>MMAX</sub>

Methyl-Methacrylate (MMA)

Description: Green color lane surface ideal for long lane areas with low to high vehicle traffic including cross-over points such as parking lot entries/exits along the corridor.

Contact: Scott Seeley ([sseeley@ennistraffic.com](mailto:sseeley@ennistraffic.com))

(800) 331-8118 ext. 3619

115 Todd Court

Thomasville, NC 27360

<http://www.ennisflintamericas.com/by-use/bike-and-bus-lanes/cyclegrimpmax>

### Ruby Lake

#### Color Coated Glass Aggregate

Description: Green color lane surface ideal for intersections, bike boxes, and conflict points with high volumes of vehicle traffic and lane crossings.

Contact: Jonathan Gross ([jgross@rubylakeglass.com](mailto:jgross@rubylakeglass.com))

(607) 435-8158

493 State Route 28

Richfield Springs, NY 13439

<https://www.rubylakeglass.com/pavement-markings-2/>

### Transpo Industries, Inc.

#### Color-Safe®

#### Methyl-Methacrylate (MMA)

Description: Color-Safe® is your solution for long lasting bike paths, bus lanes, crosswalks, and pedestrian areas. It is an MMA based material that outperforms paint and epoxies in color retention and durability. Color-Safe® is available in standard and custom PMS colors and capable of full cure in a wide range of temperatures.

Contact: Michael S. Stenko ([Mstenko@transpo.com](mailto:Mstenko@transpo.com))

(914) 636-1000

20 Jones Street

New Rochelle, NY 10801

<https://www.transpo.com/roads-highways/materials/pavement-marking-material/color-safe-bike-lanes>

## QUALITY CONTROL

### A. General

The installer shall submit a minimum of three projects with the owner's contact information on which Green Friction Surface for Bike safety has been placed within the past three years. An installer who does not meet this minimum shall be allowed if they are certified by the manufacturer to install and a manufacturer's representative is onsite during installations.

### B. Quality Control (QC) Plan

The QC plan for furnishing and installing the Green Friction Surface shall detail installer's key personnel, equipment, materials, proposed methods of installation, materials blending procedures, monitoring of ambient temperature, proposed methods of curing and corrective action plan. The Contractor shall submit a QC plan with any pertinent shop drawings and product literature and materials safety data to the Engineer for approval at least 30 days prior to placement of the Control Section.

### C. Control Section

The Contractor shall construct a control section with a minimum area of one square yard to represent The Green Friction Surface for Bike Lane. The green color, the surface texture, materials and installation, shall be presented for acceptance and approval by the Engineer and the City of Boston Transportation Department prior to installation. The control section may be constructed as a Green Friction Surface on the project and if accepted may remain as part of completed work.

## EQUIPMENT AND APPLICATION REQUIREMENTS

### A. Construction Requirements

A manufacturer's representative shall be present at the jobsite during construction of the control section. All construction operations shall meet the manufacturer's recommendations. Final approval will be given by the Engineer.

### B. Weather Limitations

Green Friction Surface for Bike Lane shall not be placed on any wet surface or when the ambient temperature and humidity or the pavement temperature is below the manufacturer's recommendations or when the anticipated weather conditions would prevent the proper application and curing of the surface treatment as directed by the manufacturer's representative.

### C. Surface Preparations

The surface shall be clean, dry and free of all dust, oil, debris and any other material that might interfere with the bond to the existing surface as recommended by the manufacturer's representative. The manufacturer's specification shall control the installation on any new HMA pavement paved in the previous 30 days with motor vehicle traffic or 60 days without motor vehicle traffic.

The contractor shall pre-treat any joints and cracks per the manufacturer's recommendation.

All existing edge line pavement markings that are adjacent to the GFS location shall be covered and protected as approved by the Engineer prior to performing surface preparation. GFS shall not be placed over existing pavement markings or rumble strips. Lane line pavement markings that conflict with the GFS installation shall be removed by methods approved by the manufacturer's representative. Any existing edge line pavement markings that are damaged during the GFS application process shall be replaced at the contractor's expense per direction of the Engineer.

GFS shall be allowed to cure for the minimum duration as recommended by the binder component supplier's specifications and during that time the application area shall be closed to all vehicles and contractor's equipment traffic. After placement and cure of the GFS, the Contractor shall test the finished surface to detect unbonded areas.

Excess and loose aggregate shall be removed from the traveled way and shoulders in such a way that the GFS is not damaged or disturbed. Excess aggregate that can be reused shall be clean, uncontaminated and dry, if it is to be re-used in the GFS application.

Utilities, drainage structures, curbs and any other structures within or adjacent to the treatment location shall be protected against the application of the GFS materials.

**D. Surface Friction**

The Contractor shall meet as a minimum the friction value for the surrounding pavement surface.

**E. Application Methods**

GFS shall be applied in accordance with the manufacturer's recommendations. The GFS can be applied by either mechanical or manual techniques.

**METHOD OF MEASUREMENT**

Item 864.1 will be measured for payment by the total square foot area of Green Friction Surface for Bike Lane and shall be the actual number of square feet furnished and installed as directed and approved by the Engineer.

**BASIS OF PAYMENT**

Work under Item 864.1 Green Friction Surface for Bike Lane shall be paid for at the contract unit price per square foot which shall be full compensation for all labor, materials, tools, equipment, testing and incidental items necessary to complete the described work to the satisfaction of the Engineer.

**ITEM 874.2**

**TRAFFIC SIGN REMOVED AND RESET**

**EACH**

The work under these Items shall conform to the relevant provisions of Section 840 of the Standard Specifications and the following:

**CONSTRUCTION**

The Contractor shall carefully remove all existing signs, attachment hardware and sign support posts as shown on the drawings and as directed by the Engineer. Existing foundations shall be removed to a depth of at least 12 inches below proposed sidewalk grade and 36 inches below proposed roadway grade. The holes shall be backfilled with gravel. The surface shall be patched with a material to match the existing ground or as directed by the Engineer.

Signs and attachment hardware shall be satisfactorily stored and protected until reset in the proposed work. Sign support posts shall be disposed of in a satisfactory manner. New sign support posts shall be provided as called for under Item 847.1.

Signs and attachment hardware lost, damaged or otherwise made unsuitable for reuse while being removed, transported, stored or reset shall be replaced with new material at no additional cost. New attachment hardware shall be furnished and installed as necessary to replace any missing or unusable existing hardware.

The sign shall be mounted in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and the 1990 Standard Drawings for Signs and Supports. Sign panels shall be cleaned before being reset.

**ITEM 874.4**

**TRAFFIC SIGN REMOVED AND STACKED**

**EACH**

**GENERAL**

Work under these items shall conform to the relevant provisions under Section 800 of the standard specifications and the following:

Work shall include the removal and stacking of existing traffic signs, including street name signs and sign posts as shown on the plans. The signs, posts and hardware shall be disassembled prior to stacking. The removed and stacked signs and posts shall be stacked on boards at a secure offsite location to be furnished and paid for by the Contractor. The signs and posts will be picked up by the Town before construction acceptance concludes. If any of the removed and stacked signs are damaged or destroyed, they shall be replaced in kind by the Contractor with new signs and/or posts at the Contractor's own expense. The Contractor shall assist the Town in loading the materials for transport.

The Contractor shall completely remove the sign and post. If existing sign and/or post are damaged by the Contractor during the removal and stacking process, a new sign and post of the same size and material shall be provided to the Town at the Contractor's expense. Sign and post are considered as one (1) unit and shall be treated as such.

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Additional traffic signs that have been removed by the Contractor and not wanted by the Town shall become property of the Contractor with no additional compensation for disposal.

The Contractor shall provide a receipt signed by the Town to the Engineer for payment.

For this Item, the excavation of the existing foundation up to 12" in sidewalk areas and 36" in roadway pavement areas is included in this work. No separate payment shall be made for this excavation.

The contractor shall deliver all removed and stacked materials to the appropriate public works yard.

#### METHOD OF MEASUREMENT

Street sign removed and stacked, traffic sign removed and stacked, and sign post removed and stacked will be measured for payment by each.

#### BASIS OF PAYMENT

All labor, materials, equipment, transportation, and incidentals shall be included in the contract unit price per Each.

**VOTE OF CORPORATION  
AUTHORIZING EXECUTION OF CONTRACT**

At a meeting of the Board of Directors of \_\_\_\_\_ duly called and held on \_\_\_\_\_, 20\_\_\_\_, at which a quorum was present and acting throughout, the following vote was duly adopted.

VOTED: THAT \_\_\_\_\_  
the \_\_\_\_\_ of the corporation, be and hereby is authorized to affix the corporate seal, sign and deliver in the name and behalf of the corporation, any Contract, Agreement or Obligation in this Corporation's name on its behalf.

I do hereby certify that the above is a true and correct copy of the record, that said Vote has not been amended or repealed, and is in full force and effect as of this date, and that \_\_\_\_\_  
\_\_\_\_\_ is the duly elected \_\_\_\_\_ of this Corporation.

ATTEST:

Clerk \_\_\_\_\_

(Corporate Seal)

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we \_\_\_\_\_ (Name of Contractor) a \_\_\_\_\_ (Corporation, Partnership or Individual) hereinafter called "Principal" and \_\_\_\_\_ (Surety) of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called the "Surety," are held and firmly bound unto the Town of Winchester, Massachusetts, \_\_\_\_\_, hereinafter called "Owner," in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, and heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for \_\_\_\_\_  
\_\_\_\_\_.  
\_\_\_\_\_.

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all telephone, electric, water or other utility service, or rental of equipment directly applicable to the contract, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulated and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that the amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against such improvements, whether or not claim for the amount of such lien be presented under and against this bond.

In WITNESS WHEREOF, we hereto set out hands and seals, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

\_\_\_\_\_  
Principal

By: \_\_\_\_\_(S)

\_\_\_\_\_  
(Address – Zip Code)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address – Zip Code)

ATTEST:

\_\_\_\_\_  
(Surety Secretary)

(SEAL)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address – Zip Code)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address – Zip Code)

**NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.**

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we \_\_\_\_\_ (Name of Contractor)  
a \_\_\_\_\_ (Corporation, Partnership or Individual)  
hereinafter called "Principal" and \_\_\_\_\_ (Surety) of  
\_\_\_\_\_, State of \_\_\_\_\_  
hereinafter called the "Surety," are held and firmly bound unto the Town of Winchester,  
Massachusetts, \_\_\_\_\_ thereafter called  
"Owner," in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_  
\_\_\_\_\_) in lawful money of the United States for the payment of which sum well and truly to be  
made, we bind ourselves, and heirs, executors, administrators and successors, jointly and severally,  
firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for \_\_\_\_\_  
\_\_\_\_\_.  
\_\_\_\_\_.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extension thereof which may be granted by the Owner, with or without notice to the surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and make at its own cost and expense any and all defects and deficiencies in materials or workmanship which may appear in the work provided for in said contract within the period of one (1) year from the date of approval and acceptance of all work under said contract, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulated and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation, on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

AND PROVIDED, however, that the Surety and Sureties, for value received, hereby stipulates and agrees to fully perform and complete the work mentioned and described in said contract and specifications, or cause said work to be performed and completed pursuant to the terms, conditions and covenants thereof, if for any cause, said Principal fails or neglects to fully perform and complete said work; and the Surety or Sureties further agree to commence said work of completion or cause said work of completion to commence within twenty (20) days notice thereof from the Owner and to complete same or cause same to be completed within twenty (20) days of the time allowed, said Principal, in said contract and specifications for the completion of said work.

AND PROVIDED, THAT THE SAID Surety and Sureties, for value received hereby further stipulate that should the Principal for any reason terminate the contract and have the contract terminated, the Owner shall have the right to complete the contract, under the direction of its own Engineer with all rules, regulations, clauses, etc., of the original contract and specifications in full effect.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any claimant hereunder, whose claim may be unsatisfied.

In WITNESS WHEREOF, we hereto set out hands and seals, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

Principal

(Principal Secretary)

(SEAL)

By: \_\_\_\_\_(S)

(Address – Zip Code)

Witness as to Principal

(Address – Zip Code)

ATTEST:

Surety

(Surety Secretary)

By: \_\_\_\_\_  
Attorney-in-Fact

(SEAL)

(Address – Zip Code)

Witness as to Surety

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(Address – Zip Code)

**NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.**